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## Historical Background Search

Chemical Processors, Inc.

Pier 91 Facility

Prepared for  
Chemical Processors, Inc.  
July 30, 1990

RECEIVED  
SEP 8 1993

RCRA PERMITS SECTION

Prepared by  
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18912 North Creek Parkway, Suite 210  
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Project S94-07.07

USEPA RCRA



3012563

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# **1 INTRODUCTION**

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## **1.1 Purpose**

This report presents the findings of Sweet-Edwards/EMCON, Inc.'s (SE/E) historical background search for the Chemical Processors, Inc. (Chempro) Pier 91 facility in Seattle, Washington. The purpose of this search was to conduct a preliminary review of historical property and lessee records to help identify owners of the property and operators of past operations at the facility. This property is located in a portion of Sections 23 and 26, Township 25 North, Range 3 East, Willamette Meridian, King County, Washington, in Plat of Seattle Tidelands. The property encompasses four acres and is situated at 2001 West Garfield Street. Figure 1-1 identifies the Chempro facility location. West Garfield Street is located south of the facility and runs west-east. Fifteenth Avenue West is located east of the site and 21st Avenue West is located west of the site. Figure 1-2 identifies the tank farm currently located at the Chempro facility.

## **1.2 Scope of Work**

The historical background search was limited to 90 years and to the area proximal to the Chempro facility. The scope of work included the following:

- Chain of title research for records of historical property ownership and lessees.
- Historical occupancy research.
- Port of Seattle Records Research.

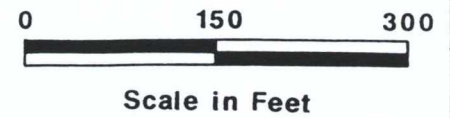
Due to the historical address listings and changes in these listings, historical occupancy of the Chempro Pier 91 facility was difficult to research. It was hard to determine if some of the prior occupants in the area proximal to the facility were located on-site or off-site.





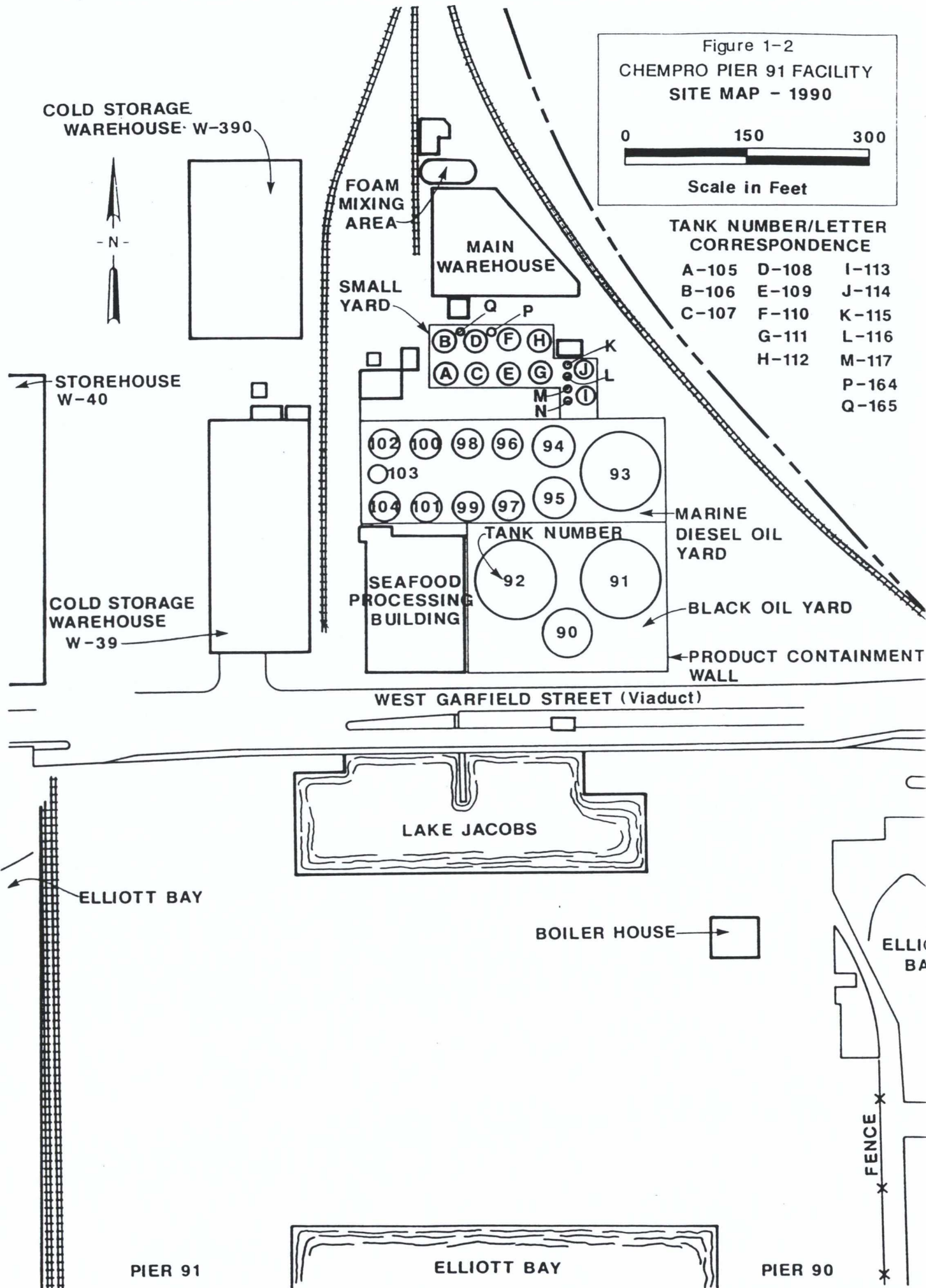


Figure 1-2  
CHEMPRO PIER 91 FACILITY  
SITE MAP - 1990



TANK NUMBER/LETTER  
CORRESPONDENCE

A-105	D-108	I-113
B-106	E-109	J-114
C-107	F-110	K-115
	G-111	L-116
	H-112	M-117
		P-164
		Q-165



Site boundaries were difficult to determine because some of the avenues that extended south to West Garfield Street on the Sanborn maps (17th, 18th, 19th, and 20th Avenues) no longer extend to the facility area. The railroad tracks currently located east of the Chempro facility were also listed as Railroad Avenue on the Sanborn map (see Section 3 of this report).

Environmental Property Audits, Inc. could not obtain information on all leases for the Chempro facility property because all property leases are not recorded with King County. The Port of Seattle did not release information on Port leases. Research on property lessees was limited to data obtained from King County.

## **2 CHAIN OF TITLE RESEARCH**

---

A summary of the title research is presented below by property owner and property lessee. The chain of title was researched in the historic title records of King County, Washington. The chain of title research, performed by Environmental Property Audits, Inc. under subcontract to SE/E, included documentation of both recorded property titles and lessees (see Appendix A for specific report).

### **2.1 Property Owners**

Seven title transfers have been recorded for the subject property from 1899 to 1989. In chronological order, the recorded owners have included:

- H.M. Haller, A.C. Haller, S.E. Minor, E.M. Minor, J.S. Minor
- Seattle and International Railway Company
- State of Washington
- Smith's Cove Land Company
- Washington Northern Railway Company
- Northern Pacific Railway Company
- Oregon and Washington Railroad Company
- Port of Seattle
- City of Seattle
- United States of America, Administrator of General Services
- United States of America, Department of the Navy



- United States of America, Washington State National Guard

A detailed listing of these property deed transfers is included in Appendix B.

## **2.2 Property Lessees**

Four leases have been recorded for the subject property from 1900 to 1988. These recorded leases included the following lessors and lessees in chronological order:

- State of Washington
- Seattle and International Railway Company
- King County
- Active Moving and Storage Company, Inc.
- Port of Seattle
- City Ice Cold Storage Company
- Arctic Alaska Seafoods, Inc.

A detailed listing of these leases is included in Appendix B.

### **3 HISTORICAL OCCUPANCY RESEARCH**

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Historical occupancy at the site was researched by reviewing Kroll's Atlases of Seattle, Sanborn Fire Insurance Maps, and Polk City Directories at the University of Washington Suzzallo Library.

#### **3.1 Kroll's Atlases of Seattle**

Kroll's Maps of Seattle for 1920 and 1966 were available and reviewed for historical property and adjacent property occupancy. These maps contain only the occupant's name for the property mapped. They do not provide any further detail. The 1920 Kroll Map listed the Port of Seattle as the occupant of Pier B (91) at Smith Cove Terminal. The 1966 map listed the occupant of Pier 91 as the Naval Supply Annex (formerly Smith Cove Waterway).

#### **3.2 Sanborn Fire Insurance Maps**

Sanborn Fire Insurance Maps of the City of Seattle were reviewed on microfilm for historical occupancy of the property. These maps contain the name and specific location of property occupants. Maps of the vicinity were available and reviewed for the following years: 1905, 1917, 1922, and 1917 corrected to 1929, 1935. Sanborn maps for 1917 (Map No. 419), 1922 (Map No. 499A), and 1917 corrected to 1929, 1935 (Map No. 419) are the only Sanborn maps that contain prior occupants of the Chempro Pier 91 facility site.

Washington Machinery Company occupied the Chempro facility site on the 1917 Sanborn map (Map No. 419). The same map (No. 419), dated 1917 corrected to 1929, 1935, details The Texas Company's oil refinery at the site. Map No. 499A dated 1922 is an extension of Map No. 419. This map includes the western side of The Texas Company's tank farm and the Richfield Oil Company facility located west of the Chempro site. The Sanborn No. 419 and No. 499A maps are included as Figures 3-1, 3-2,



TERRITORY COVERED BY THIS SHEET IS NOW SHOWN ON VOL. II. ~~Page~~

**APPROXIMATE  
PROPERTY BOUNDARY  
OF EXISTING  
CHEMPRO - PIER 91 FACILITY**

SM. 4'S COVE WATERWAY, PORT OF SEATTLE

NIGHT WATCHMAN. HARDWARE CLOAK. 9-STATIONS.  
MOVIE MOVINGS. HEAT: STEAM. FUEL: OIL.  
RENTED ROOM. SPAINKILLERS 312 HENUS  
DRY SYSTEM. ONLY SOURCE OF SUPPLY: CITY MARLY.  
-A-CHEN. EXTENS 3-FIRE BOAT CONNECTIONS. ON DOCK.  
-2-AD GIL CHEN. CRATS. -2-MODE QARTS  
-AD-2-2-NOSE ECHO

499A  
ADDITIONAL SHEET  
JUNE 1922

**Sweet-Edwards**  
**EMCON**

**EXPLANATION** (1) Denotes approximate locations)

- |   |                          |   |                                |
|---|--------------------------|---|--------------------------------|
| ① | WASHINGTON MACHINERY CO. | ④ | DEPENDABLE TANK TRANSPORTATION |
| ② | THE TEXAS CO. (TEXACO)   | ⑤ | PUGET SOUND STEVEDORING /      |
| ③ | WENDELL HEMPHILL OIL CO. |   | TERMINAL SERVICE               |
|   |                          | ⑥ | RICHFIELD OIL CO.              |

DATE 7-90  
DWN. JA  
APPR. SWT  
REVIS. \_\_\_\_\_  
PROJECT NO. S9407.07

Figure 3-2  
CHEMPRO - PIER 91

**SANBORN FIRE INSURANCE MAP OF 1922**





DATE 7-90  
DWN. JA  
APPR. SWT  
REVIS. \_\_\_\_\_  
PROJECT NO. S9407.07

**SANBORN FIRE INSURANCE MAP OF 1917**



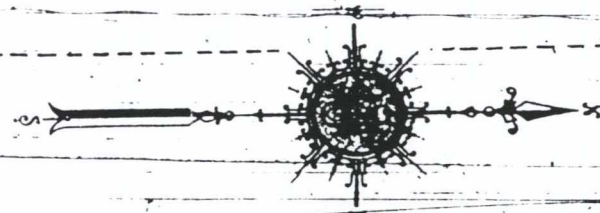
ERRITORY COVERED BY THIS  
HEET IS NOW SHOWN ON  
VOL. 11.

419 . 000

SCALE 100 FT. TO AN INCH

SW. POSITION

419



PORTLAND CORDAGE CO.

SEATTLE BRICK

ABOUT WATERMAN - WATERWORKS - STATIONS  
BY JOURT ROUNDS - POWER & LIGHTS. ELECTRICAL  
HEAT: STEAM - FUEL: OIL & NAT. GAS.  
GRINNELL - AUTO SPRINKLERS - IS SHOWN.  
1033 WERDS (1 BOILER NO. 1000) FACTORY BLDG.  
LUNGER RM. - HEAVY WARE NO. 1000. PICKUP RM.  
& OFFICE RM. - HEAVY WARE NO. 1000. PICKUP RM.  
DRI. PIPE - PRIMARY SUPPLY: CITY MAIN -  
SECONDARY SUPPLY: 30 3RD GN. W. LOCATED  
ON W. END OF RAIL (SEE SHEET 1400)  
TRUNK FILLED BY 8" CITY MAIN - 6" SUPPLY FROM  
TRUNK TO SPRINKLER SYSTEM. STRIKE PRESSURE  
OF 40 LBS. FROM TRUNK TO MAIN LINE OF  
SPRINKLERS.  
BLDG. CONSTRUCTED OF 8" MASON  
CONCRETE BLOCKS

APPROXIMATE  
PROPERTY BOUNDARY  
OF EXISTING  
CHEMPRO - PIER 91 FACILITY

17TH

AV. W.

PORTLAND CORDAGE

1264

3661

Sweet-Edwards  
EMCON

DATE 7-90  
DWN. JA  
APPR. SWT  
REVIS.  
PROJECT NO.  
S9407.07

Figure 3-3  
CHEMPRO - PIER 91  
SANBORN FIRE INSURANCE MAP OF 1917  
CORRECTED TO 1929, 1935



and 3-3 in this report. The approximate property boundaries of the existing Chempro Pier 91 facility are identified on these three figures and the approximate locations of prior property and adjacent property occupants are identified on Figure 3-2. The occupancy recorded on these maps shows the following:

- Washington Machinery Company was located at the site of the current Chempro facility on the 1917 map.
- The 1922 map listed Pier 91 as Pier "41" and Pier "B" with the American Mail Line as occupant.
- Richfield Oil Company was located west of the current Chempro facility on the 1922 map.
- The Texas Company's Oil Refinery was located at the site of the current Chempro facility on the 1922 map.
- The Texaco Company was the occupant of the property currently occupied by the Chempro facility on the 1917 map corrected to 1929, 1935.

### **3.3 Polk City Directories**

Polk City Directories for Seattle were reviewed for historical occupancy of the property and adjacent property addresses. These directories list occupants of property addresses. Throughout the years, the listing of addresses varies with new street additions and address changes. The directories do not reference address locations on any maps. Directories for 1900 through 1990 were available and were reviewed for all except the following years: 1926, 1945, 1946, 1947, 1950, 1952, 1982, 1984, 1989, and 1990.

For the years 1900 through 1937, the closest address to the property was listed as 16th Avenue West-west of Queen Anne Avenue. This general address did not list specific occupants. To obtain a list of occupants of the property, 1938 occupants were traced back by name to find their listed addresses for the earlier years.

The primary occupants for the property addresses and adjacent addresses listed in the directories for these 90 years included: 1) Port of Seattle,



2) The Texas Company, 3) Richfield Oil Company of California, 4) Wendell Hemphill Oil Company, 5) Elliott Bay Service Company, 6) Dependable Tank Transportation, 7) America Mail Line, 8) Puget Sound Stevedoring Company, 9) U.S. Navy, and 10) U.S. Military. Address listings and occupancy records for the subject property are summarized in more detail in Appendix C.

## 4 PORT OF SEATTLE RESEARCH

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Environmental Property Audits, Inc. attempted to conduct telephone interviews with Port of Seattle personnel regarding historical property usage. They also attempted to review the Port's real estate records for prior leases at the facility. Environmental Property Audits, Inc. was unable to obtain any information from the Port of Seattle from this research.

## 5 SUMMARY

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Occupants of Pier 91 property in the early 1920s through 1940s included several petroleum companies. In 1922, The Texas Company's oil refinery occupied the Pier 91 property on the Sanborn map. Additional oil companies occupied the property or adjacent property during these years according to the various addresses listed in the Polk Directory.

To further document the location and duration of the pier's occupants, additional selected research can be undertaken. Polk City Directories do provide for listed names and addresses of the occupant companies' managers. These managers can be researched from their earliest listing in the directory to their most current listing, but the amount of information may be limited. This research then can be followed by interviews with available personnel from these companies, if possible. The following companies should be included in this research; Dependable Tank Transportation, Puget Sound Stevedoring Company and Terminal Service, The Texas Company (Texaco), Wendell Hemphill Oil Company, and Richfield Oil Company. These companies either occupied the current Chempro Pier 91 facility at one time or were located adjacent to the facility. Please refer to Figure 3-2 for the approximate locations of these companies.

**Appendix A**  
**CHAIN-OF-TITLE REPORT**

PORT OF SEATTLE\PIER 91

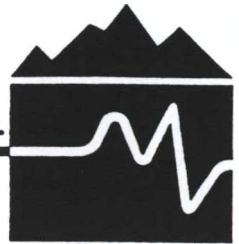
2001 WEST GARFIELD STREET  
Seattle, King County, Washington

**HISTORICAL CHAIN OF TITLE**

PREPARED FOR:

SWEET-EDWARDS / EMCON, Inc.

EPAI REFERENCE NO. 372077-10



June 14, 1990

SWEET-EDWARDS / EMCON, Inc.  
18912 North Creek Parkway  
Bothell, Washington 98011

ATTN: Ms. Anita Lovely

RE: Chain of Title Research  
Port of Seattle\Pier 91  
2001 West Garfield Street  
Seattle, King County, Washington  
EPAI Reference No. 372077-10

Dear Ms. Lovely:

Attached herewith please find the Chain of Title Research conducted on the above captioned property.

The attached report summarizes our findings regarding Fee Title ownership of the subject and is detailed within the text of said report.

This tract was searched in the historic title records of King County, Washington back to and including July 7, 1897.

Please feel free to call with any questions you may have. It's been a pleasure to work with you and I look forward to future projects together.

Sincerely,

  
Tom Collins,  
President

TLC/sc

encl.



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C.	MEMORANDUM OF TITLE.....	2
D.	MEMORANDUM OF LEASES.....	4
E.	HISTORY.....	5

APPENDIX.....

MAPS  
TITLE DOCUMENTS

LEGAL DESCRIPTION

PORT OF SEATTLE \ PIER 91

The Property for which this legal description has been obtained is known as the Port of Seattle \ Pier 91 property and has been assigned the street address of:

2001 West Garfield Street  
Seattle, King County, Washington

and is hereby referenced for legal description purposes as:

A parcel of land situated in Sections 23 and 26, Township 25 North, Range 3 East, W.M., in the City of Seattle, King County, Washington;

TOGETHER WITH a portion of the Seattle Tide Lands. The property is more particularly described as follows:

Commencing at a City monument at the intersection of 15th Avenue West and West Garfield Street in the City of Seattle; Thence South 89 deg. 51' 38" West, 713.10 feet and South 0 deg. 08' 22" East, 50 feet to the True Point of Beginning; Thence North 89 deg. 51' 38" East, 7.250 feet; Thence South 41 deg. 10' 23" East, 52.966 feet; Thence South 0 deg. 08' 22" East, 2365.154 feet; Thence North 82 deg. 19' 41" West 171.995 feet; Thence South 0 deg. 08' 22" East, 166.700 feet; Thence South 89 deg. 51' 38" West, 310.022 feet; Thence North 0 deg. 08' 22" West, 2528.380 feet; Thence South 89 deg. 51' 38" West, 65.654 feet; Thence South 0 deg. 08' 22" East, 18.901 feet; Thence South 89 deg. 51' 38" West, 283.469 feet to the True Point of Beginning; Thence South 0 deg. 08' 22" East, 2506.486 feet; Thence South 89 deg. 51' 38" West, 369.026 feet; Thence North 0 deg. 08' 22" West, 303.954 feet; Thence continue North 0 deg. 08' 22" West to a point from which the True Point of Beginning bears North 89 deg. 51' 38" East to the True Point of Beginning.

Also known as Portions of Blocks 120, 121 and 122 of the Seattle Tide Lands, being the approximate portion of the property described in Quit Claim Deed recorded under auditors fee number 7606300880 within Pier 91.

Situate in the County of King, State of Washington.

MEMORANDUM OF TITLE OWNERSHIP

PORT OF SEATTLE \ PIER 91

Agreement from the State of Washington by its Commissioner of Public Lands as authorized by law to William F. Hays and Frank Shay, recorded July 7, 1897 under auditors fee Number 158783. Said Agreement covers the subject and other lands.

Deed from Henrietta M. Haller, as Executrix of the Last Will and testament of Granville O. Haller, Sarah E. Minor, Elizabeth M. Minor and Judith Strong Minor to Seattle and International Railway Company, a corporation, recorded February 29, 1899, under auditors fee number 173886. Said deed covers the subject and other lands.

Deed from the State of Washington to the Seattle and International Railway Company, a corporation, recorded June 16, 1899, under auditors fee number 177308. Said deed covers the subject and other lands.

Deed from the State of Washington to the Seattle and International Railway Company, a corporation, recorded June 16, 1899, under auditors fee number 177311. Said deed covers the subject and other lands.

Deed from Smiths Cove Land Company to the Washington Northern Railway Company, recorded February 21, 1906, under auditors fee number 378050. Said deed covers the subject and other lands.



MEMORANDUM OF LEASES

PORT OF SEATTLE \ PIER 91

Lease and Bond from the State of Washington to the Seattle and International Railway Company, a corporation, recorded July 14, 1900, under auditors fee number 193344.

Lease and Bond from the State of Washington to the Seattle and International Railway Company, a corporation, recorded March 4, 1901, under auditors fee number 205081.

Lease from King County to Active Moving and Storage Co., Inc. recorded April 8, 1975, under auditors fee number 7504080496.

Memorandum of Lease from the Port of Seattle to Cityice Cold Storage Company, recorded November 9, 1988, under auditors fee number 8811090270.

Memorandum of Sublease agreement from Cityice Cold Storage Company to Artic Alaska Seafoods, Inc., recorded November 9, 1988, under auditors fee number 8811090271.

NOTE: The examination for leasehold interest was conducted through a search of public records available at county level. Interviews were conducted with the Port of Seattle regarding the existence of any possible un-recorded leasehold interest. None were noted in stated conducted interviews. It should not be interpreted that no other leases exist resulting from the failure to produce same from said interviews.

The following material summarizes, in narrative form, the history of the subject site. This material is available to the public through the King County Library system and was taken from that certain Environmental Impact Statement dated September 1980 regarding "Alternative Uses for Terminal 91 (Piers 90 and 91)." It is intended for general review only and is not considered a portion of the chain of title research conducted by Environmental Property Audits, Inc..

#### CHAPTER VI

##### EXISTING ENVIRONMENTAL CONDITIONS AND IMPACTS OF ALTERNATIVES

###### A. History of the Site

Terminal 91, built at a location once known as Smith Cove, has been used continuously as a maritime commerce site since the late 1890s. It has been one of the largest terminals in the Northwest, including nearly 200 acres of land and water area.

In 1899, the Great Northern Railroad built two docks in the adjacent Piers 88 and 89 area as the "home port" for the steamships Minnesota and Dakota. Railway magnate James J. Hill selected Smith Cove as the terminal point connecting his transcontinental railway system with the Transpacific steamship lines to the Orient, and planned to fill the westbound trains with cotton to balance the eastbound shipments of Northwest lumber. The piers were used for grain, lumber and cotton.

The rest of the area (then called the Smith Cove Terminal) was acquired by the Port through condemnation from the Great Northern Railway Company. It was located adjacent to the Great Northern railroad yards which had been built by James J. Hill. Each pier was equipped with several miles of railroad trackage.

The Port Commission chose the Smith Cove site in 1911 because it was located on the state-owned Smith Cove Waterway which provided good marine access and an opportunity for an adjacent industrial development. In 1912, the Port Commission established the terminal as Unit No. 1 for several purposes and later, in 1918, authorized the following broad range of activities:

1. Accommodation of overseas, coastwide and local shipping;
2. Acquisition of all lands and harbor area leases as defined in Resolution 374; and
3. Construction, maintenance and operation, by lease or directly on the same, of piers, docks, wharves, slips, quays, warehouses, storehouses, cold storage plants, terminal icing plants, coal bunkers, grain bins, elevators, lifts, oil tanks, freight and passenger sheds, railroad tracks and yards and equipment thereof, and all other necessary or convenient rail and water transfer and terminal facilities with the equipment and appliances of whatsoever sort and kind necessary or convenient for the full, complete and economical maintenance and operation of the terminals aforesaid.

It is interesting that most of the feasible uses discussed in this EIS and in the recently published Alternatives Report were specifically authorized by the Port Commission at such an early date. Since then, the Commission also has established an official policy\* to provide some moorage for fishing and pleasure boats.

\*Port of Seattle, "Purposes and Objectives (Revised 1974)", p.5.



The Smith Cove Waterway slip itself was federally owned (as were all the Seattle tidelands) until Washington became a state in 1889. At that time, the State assumed ownership and maintained the passage as a "public waterway," which by definition meant that it was to be kept as a passageway through which vessels of commerce could navigate freely without having to pass through any leased or owned lands. In 1913, the portion of Smith Cove Waterway north of Garfield Street was vacated by the State at the request of the Port of Seattle. That portion was subsequently filled.

The piers were originally intended to "afford an opportunity for hundreds of interior (lumber) mills to . . . compete for foreign or Atlantic seaboard trade," but also to accommodate general cargo and heavy commodities, such as structural steel, rails, heavy machinery, etc., as the list of purposes quoted earlier shows.

In 1913, the Port of Seattle began construction of Pier 90 and commenced operations two years later. The tideland at the base of the piers was filled in 1916.\* The construction of Pier 91 began in 1917. Smith Cove became the western terminal for silk shipments bound for the Midwest and East Coast. Piers 90 and 91 were for many years two of the longest piers in the world.

From 1915 to 1941 the Port of Seattle owned and operated the piers. Around 1940, the Port converted Pier 90 from an open lumber pier to a canned salmon storage pier. The residential development on the adjacent Magnolia and Queen Anne hillsides occurred with the maritime character of Piers 88, 89, 90 and 91 already established. Of course, the Great Northern Railroad came to Smith Cove even before the maritime and residential uses. It was the employment provided by the railroad shops and yards which first built the hillsides into a permanent community, although it was not until the 1920s that much housing appeared on the hillsides above Thorndyke Avenue. Interbay was a commercial and industrial center where sawmill, planing mill, diesel engine, foundry, shipyard, furniture, brewery, and cordage activities were located.\*\*

In March of 1941 the Navy initiated action to take over Piers 90 and 91. There was an initial agreement on compensation, but the Navy later started condemnation proceedings. By December, 1941, the Secretary of the Navy had established Piers 90 and 91 as a Naval Supply Depot. Soon after, payment was made to the Port by the Navy after a Declaration of Taking was filed in the local U.S. District Court. The Navy bought the remainder of the terminal area from the Northern Pacific Railroad and others.

The piers played an active role in World War II, in the Korean War and in the Vietnam War. Between 1941 and 1945, the Navy outfitted more than 500 ships and maintained a civilian working force of about 2,500. In January of 1970, during the Vietnamese War, there were about 1,000 military personnel at the terminal processing war supply shipments. This did not include the stevedore gangs, which probably meant an additional 200 civilians were working at the complex. Efforts have been made to get more specific data on the intensity of use during those war years in terms of cargo tonnages, traffic and employment, but those data were not obtainable.

\*R. McGreevy, "Seattle Shoreline Environment," 1973.

\*\*Frare, A.L., "Magnolia, Yesterday and Today," pp. 6-8.



Federally owned properties are exempt from the City of Seattle zoning code. Therefore, Terminal 91 was not subject to zoning restrictions during the Navy's ownership of the property. However, according to a City zoning map dated August 1, 1947, the Smith Cove area was designated IM, which was a manufacturing industrial designation.

The T-91 property was declared surplus by the Federal Government in 1970. In the same year, the Port began negotiations to re-acquire the property and also took over as operator of the terminal under a license agreement with the Navy. It then took 4 years before a price was agreed upon and various procedures, including an environmental impact statement on the proposed property transfer by the General Services Administration (GSA), allowed the Port to amend its Comprehensive Scheme and authorize the tender of a purchase offer of \$15,335,000. The offer was equal to \$10,115,000 in cash plus a warranty deed to P-36 and the south apron of P-37 for the Coast Guard. Community concern over GSA's final EIS led to further environmental assessment by the Port and a declaration of no significant impact (of the acquisition action) in 1975. That assessment also is a useful source of background information on T-91 and can be examined at the Port offices.

In order to reassure the neighboring community as to the Port's immediate intentions at T-91, a policy statement on acquisition and utilization was prepared, revised after public review and adopted by the Port Commission on August 11, 1975. Appendix A of the Alternatives Report presents the statement in its entirety. The acquisition of the terminal was endorsed by both interested community clubs (Queen Anne and Magnolia) subject to the policy being followed. Important policy elements called for: forming a Neighbors Advisory Committee; continuing the existing character of T-91 activities until the early 1980s; prohibiting all but minor fill; setting aside an "open-water park" on the west side of the property, with restricted title (reserving dredging and navigation rights and prohibiting any above-water development) to be transferred to the City; and preparing an overall development plan, including an EIS and citizen participation, prior to carrying out any major development or further acquisition of land adjacent to T-91.

Just before the bonds to purchase the property were to be sold in 1975, Marino Property Company filed an action for injunctive and declaratory relief against the Port which challenged the legality of the issuance of the bonds and of the transfer of the open-water park to the City, as well as alleging failure to comply with the State Environmental Policy Act. Marino's interest was as owner of the "Magnolia Tidelands" immediately to the west of the proposed open-water park. A summary judgment against Marino on all issues was granted in early 1976, subject to a stipulation that the Port prepare an EIS on all proposed pier improvements before any contemplated improvements be carried out. GSA transferred title to the Port a few months later, and the stipulated EIS was completed in late 1976.\*

While the preceding process took place, maritime activities continued at the terminal. The staging of Alaskan cargo in support of pipeline construction was an important general cargo activity in the mid-1970s, but has dropped nearly out of sight since then. The Coast Guard has also departed for its new berths at Piers 36 and 37. Auto imports were becoming important in the mid-1970s and have occupied large areas on the terminal since then. The volume of liquid bulk (oil) cargo greatly increased beginning in 1978. A number of tenants (Chempro, City Ice, Boeing, Navy and other vessel moorage) have been at T-91 since prior to re-acquisition. The foregoing cargo trends are illustrated in the following table of cargo flows at T-91 since 1974. Blank entries indicate a negligible cargo movement in that category.

\*Port of Seattle, "Final EIS: Proposed and Potential Projects at Terminal 91 (1976-1980)", October 1976.

**MAPS**

LAKE WASHINGTON

LAKE UNION

ELLIOTT BAY

PUGET SOUND

SEATTLE-TACOMA INT'L AIRPORT

BOEING FIELD

Harbor Island

U.P./Argo Intermodal Yard

T106-E

T106-W CFS

T106-W

T25

T30

T18

T5

T37

T46

T91

P17

P16

P2

P64-65

P68

P66

Fishermen's Terminal

Shilshole Bay marine

Gov I Locks

S. Spokane St.

S. Michigan St.

S. Deerborn

S. Royal Brougham

Denny Way

W. Mercer St.

Broad St.

E. Pike Ave. W.

W. Aurora

N. 85th St.

N.W. Market St.

N.W. 5th

Seattle Ave. N.W.

Ship Canal

I-90

I-5

520

99

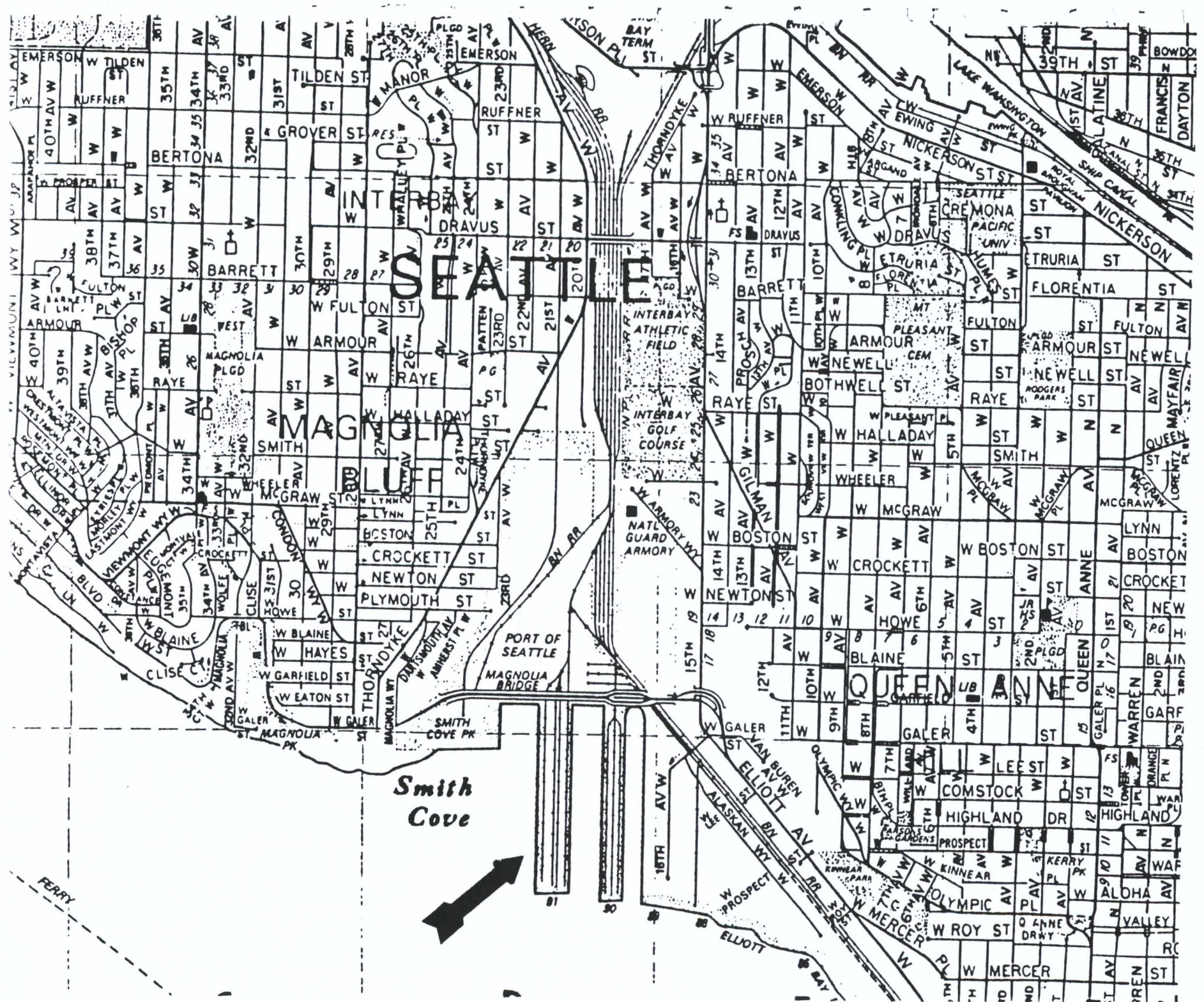
509

E. Marginal Way

NORTH

▲ Port of Seattle Public Access Points





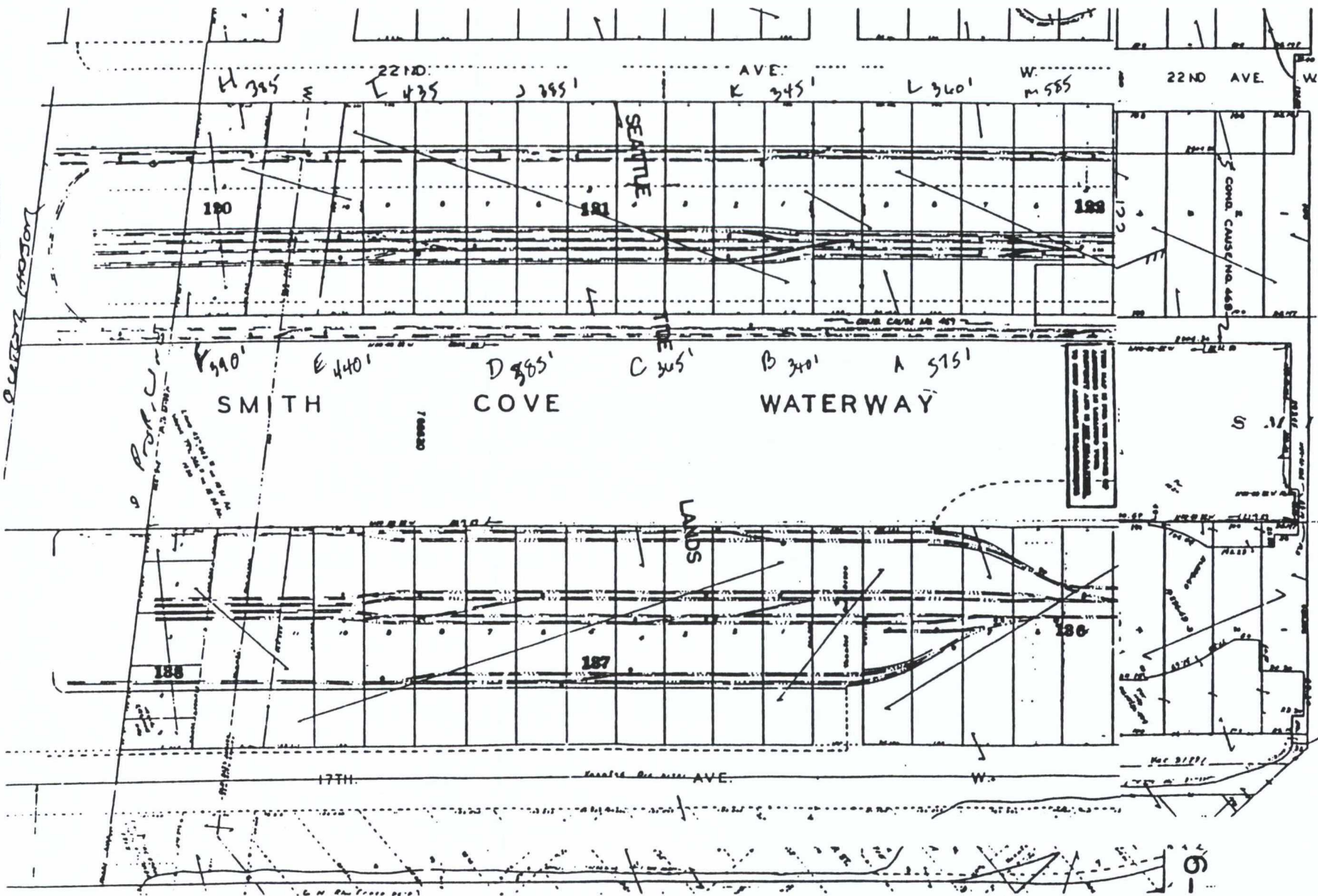
Smith  
Cove





PIER 91

PIER 90



ST

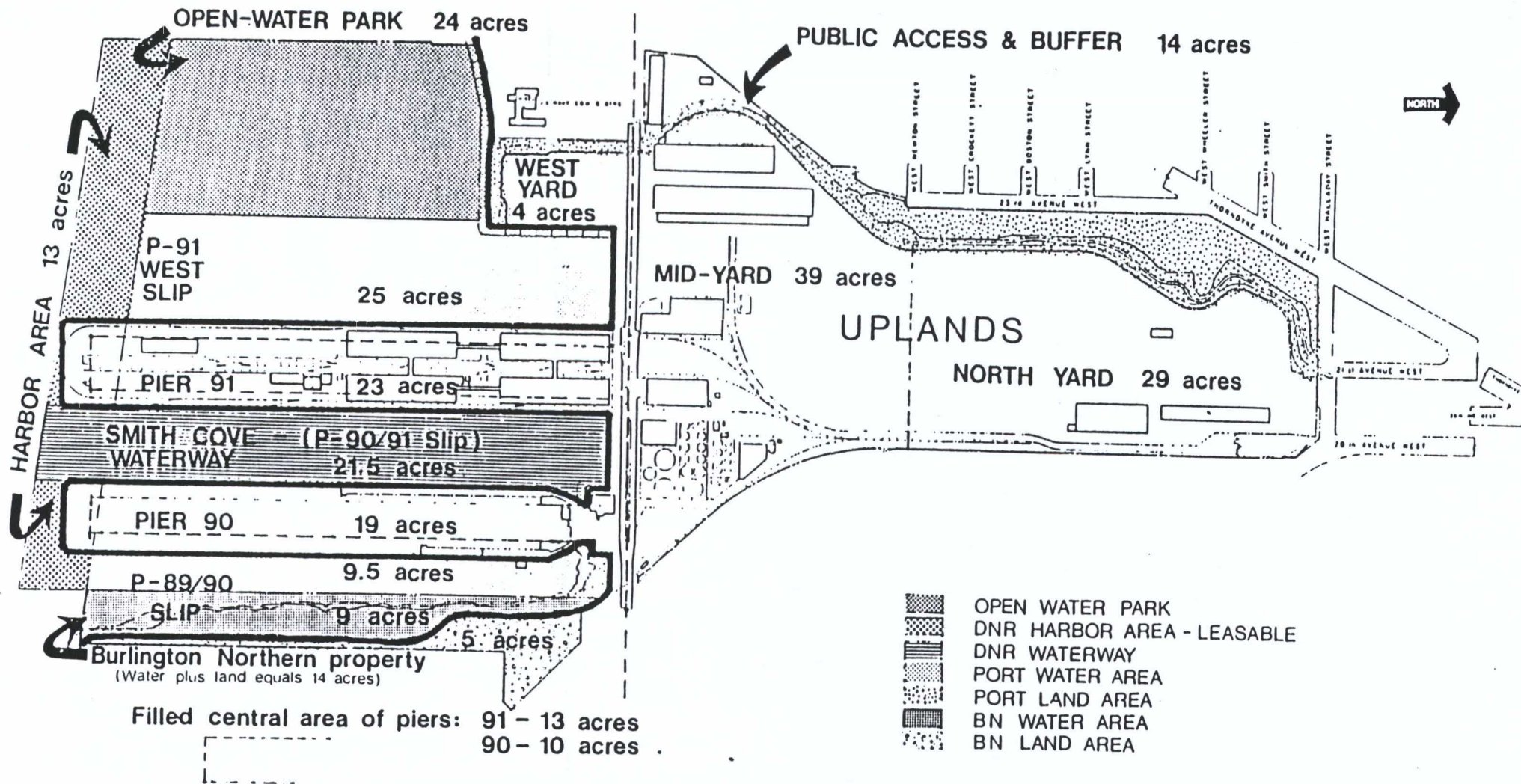
GARFIELD

CAUSE NO. 686

CAUSE NO. 686

17TH

6-

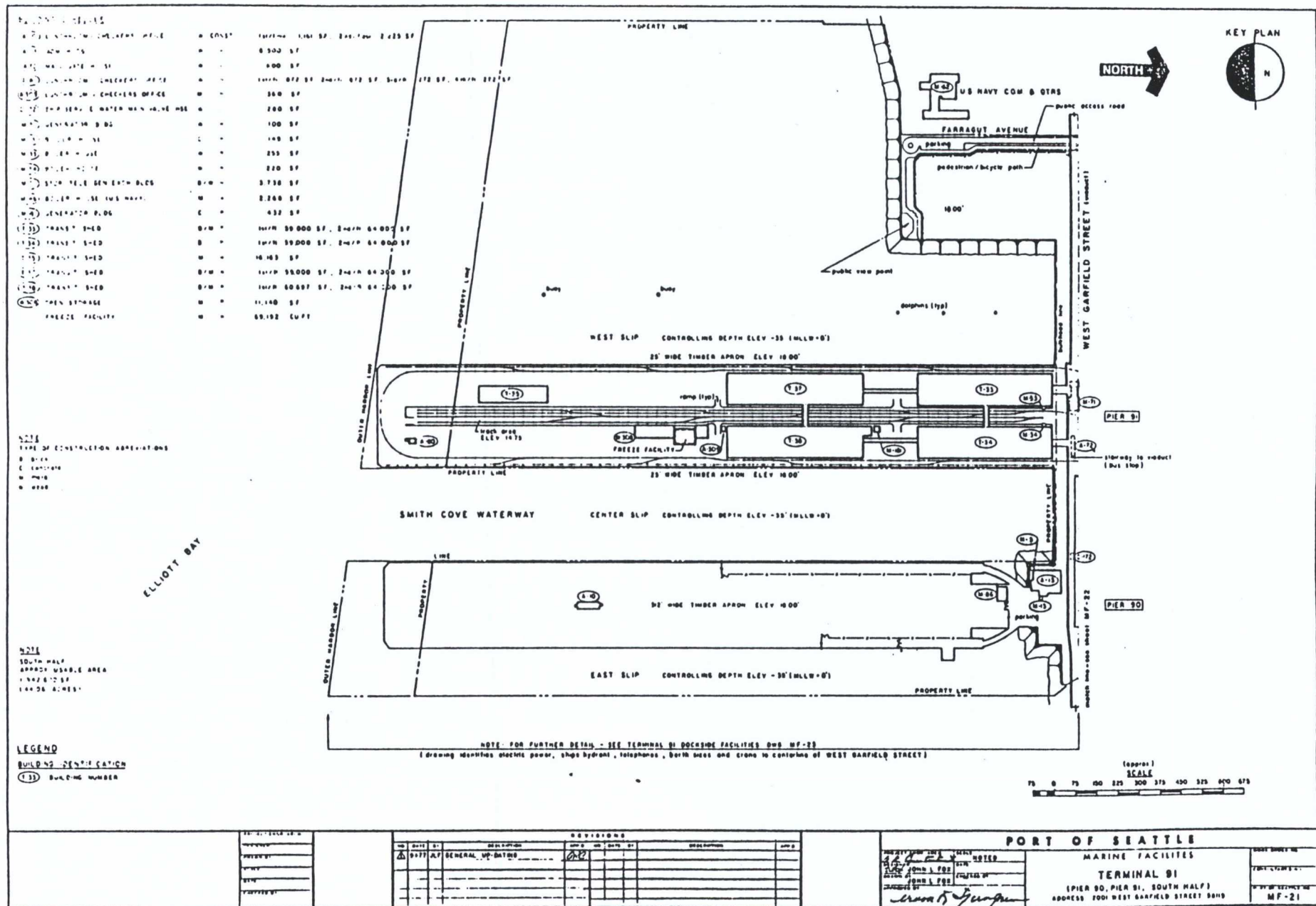


## TERMINAL 91 ACREAGE UNITS

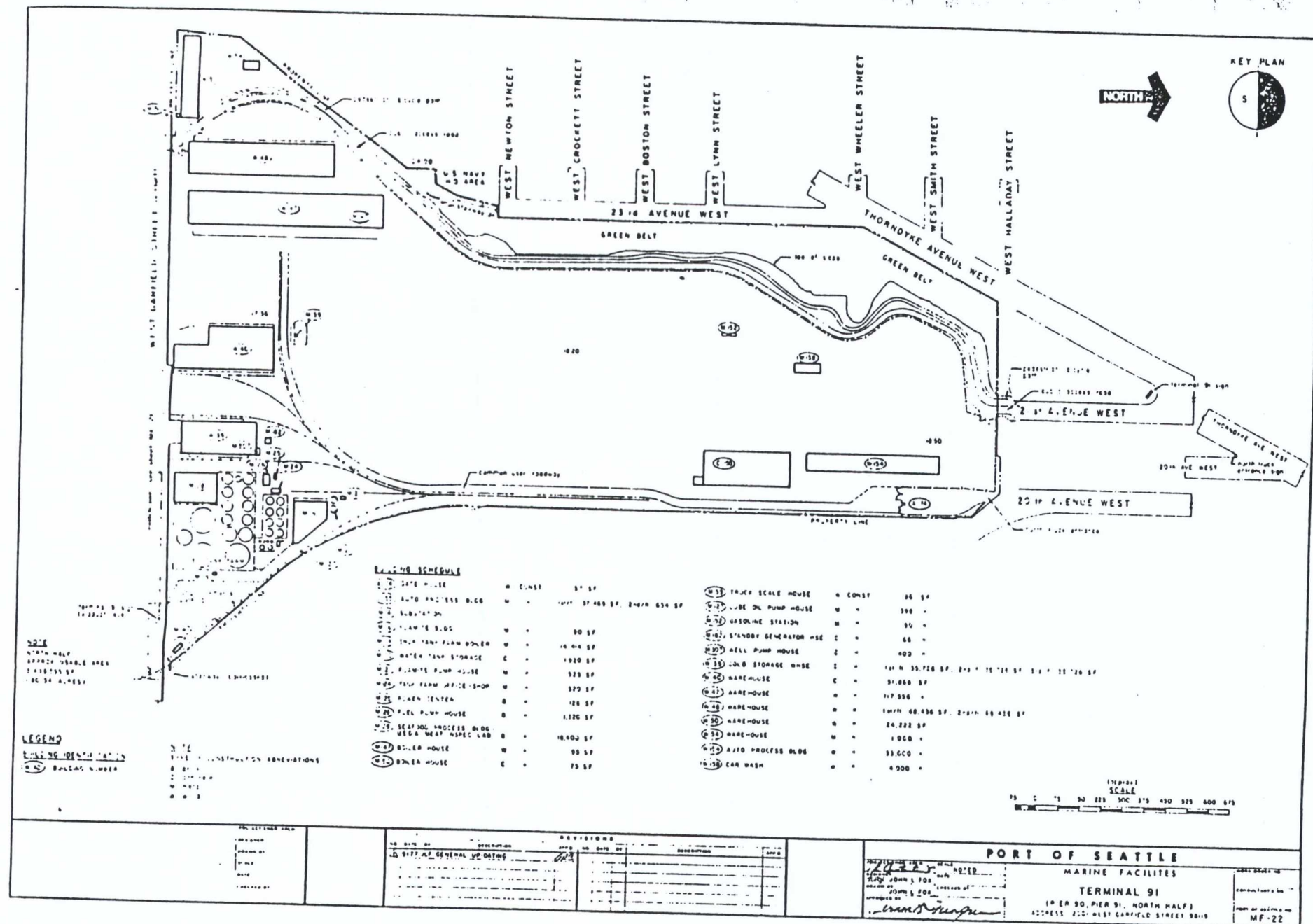
PORT OF SEATTLE · PLANNING & RESEARCH

0 300 600  
150 450 750





EXISTING FACILITY - PIERS 90 & 91



EXISTING FACILITY - UPLANDS

**TITLE DOCUMENTS**



Agreement  
Dated Aug 2, 95

Filed July 7, 97, 10:24 am.

Vol 224 D 417.

150783

State of Washington by its Commissioner  
of Pub Lands as auth by law To Wm. E. Hays and Frank Shay.

Ca Bond File # 15

109  
5  
147  
—  
18  
1433

WITNESSETH, That the parties of the first part having heretofore complied with all the preliminary requirements of that act of the legislature of the S of W approved Mch 9, 93 entitled, "An act prescribing the ways in which waterways for the uses of navigation may be excavated by private contract; providing for liens upon the tide land and shore lands belonging to the state; granting rights of way across lands belonging to the state," to entitle it to a contract under said act; and Whereas, the contingency contemplated in the first proviso of the second section of said act has arisen, to-wit, the establishment of harbor lines and waterway in the harbor of Seattle by the Board State Land Commissioners and ex-officio harbor line commissioners of the S of W, and the exhibition of said harbor line and waterway on the final map of said board, and said final maps have been duly filed as required by law; and

Whereas the said party of the second part is now desirous of filling in and raising above extreme high tide the tide and shore lands hereinafter described, and

Whereas, it is deemed desirable and advisable and to the best interests of the S of W, that such lands be so filled;

Now, therefore, said party of the first part does hereby let and grant to the said parties of the second part their h and a the right privilege and contract to comply with the provisions of the act hereinabove referred to, as hereinafter provided, and of receiving the benefits to be derived therefrom, and does hereby grant to the said parties of the s p, their h and a the right of way across the tide and shore lands belonging to the S of W embraced within the limits of the waterways hereinafter referred to, which said waterways are exhibited on the map hereto attached marked "Exhibit A" and made a part of this contract, and does hereby authorize said p s p, their h and a to excavate material from such waterway and use the same for the purpose of filling the lands described and covered by the terms of this contract.

And the said p s p do hereby contract to excavate such material from the tide and shore lands belonging to the state and embraced within the waterway hereinabove referred to. The description of the waterway referred to herein is as follows:-

SMITH'S COVE WATERWAY.

Begin at a pt on the outer harbor line 2261.04 ft S of and 1593.96 ft W of the meander post on the E side of Smith's Cove corner to fractional secs 24 and 25 tp 25 N R 3 E, which pt is also 2056.09 ft S of and 1755.59 ft east of the Coast Survey signal on the E side of said Smith's Cove, th run for the E side of said waterway N 0° 8' 22" W to the meander line at the head of Smith's Cove and for the W side of said waterway, commence at a pt on the outer harbor line, N 82° 19' 41" W 403.75 ft from the initial line of the E side of said waterway; th running parallel to the E side and 400 ft dist therefrom N 0° 8' 22" W to the meander line at the head of Smith's Cove.

Said waterway is of a uniform width of 400 ft and extends from the outer harbor line through the intervening tide lands to the head of Smith's Cove.

The waterway or section from which the material is to be excavated as to minimum depth shall be 26 ft below the plane of low tide, width and extent as above described, and the specifications of the character of all bulkheads and restraining works are shown by the plans and specifications herewith submitted, marked "Exhibit B" and the accompanying drawings; and the minimum depth to which said waterway shall be excavated, as also the plans and specifications are hereby adjudged by the commission of public lands to be proper and just and it is hereby adopted and made a part of this contract.

Provided, however, that the commission of public lands



shall have full power and auth to modify said plans and specifications of bulkheads and restraining walls, as to the shape, form and character of material, as may be shown by experiment or otherwise to be necessary to impound in a secure manner the material of the embankment provided for therein, ample power of deviation being granted to meet the exigencies of unforeseen difficulties, but if such modifications or changes in character of bulkheads shall be ordered by the comm of pub lands after the 3 of Feby 96 or after said work is commenced and such modification or change shall add so much to the expense of the work as to make the entire cost exceed an amt equal to ~~16~~ 16 cents per cubic yard, the comm of pub lands shall cause such increased expense to be estimated and with the approval of the governor, shall specify the sum in addition to said 16 cents per cub yd, to which the entire cost of the work shall be limited.

Said party of the s p ~~agrees to fill in~~ and raise above extreme high tide, the tide and shore lands belonging to the S of W, remaining unsold at the date of the approval of the act hereinbefore alluded to, adjacent to said waterway, which lands are des substantially as follows:

"Commg at the pt of intersection of the U S Government meander line, bounding the donation claim of A. A. Denny with the N boundy line of Pike Street. Said initial pt being in sec 31 tp 25 N R 4 E WM, th Wly along the N boundy line of Pike Street produced to a pt 50 ft Ely from the inner harbor line, as established by the harbor line commission, said distance being measured at rt angles to the course of the inner harbor line.

Th Nly along a line parallel to and 50 ft dist from the inner harbor line to a pt of intersection with the N boundy line of Battery Street produced; th Nly along a line gradually and uniformly diverging to the Ewd from the inner harbor line, to a pt on the N boundy line of Depot Street produced, which pt is 150 ft dist from the inner harbor line, measured at rt angles to the course of the inner harbor line; th Nly along a line gradually and uniformly diverging to the Ewd from the inner harbor line to a pt on the N boundy line of Mercer Street produced, which pt is 300 ft dist from the inner harbor line measured at rt angles to the course of the inner harbor line; th Wly along a line gradually and uniformly diverging to the Nwd from the inner harb line to a pt on the E boundy line of Hartford Street as laid off in the plat of Seattle Tide Lands, which pt is 500 ft dist from the inner harbor line measured at rt angles to the course of said inner harbor line. Said Hartford Street is a continuation of Pittsburg Street in Minors; th to the C of S; th Nly along the E boundy line of Hartford Street or Hartford Street produced to the line of ordinary high tide. Th Ely and Nly along the line of ordinary high tide to the Nly limit of ordinary high tide at the head of Smith's Cove; th Sly and Ely along the line of ordinary high tide to a pt of intersection with the N boundy line of D. T. Denny's Donation Cl: Thence W along the N boundy line of D. T. Denny's Don Cl to the NW cor of said cl. Th Ely and Ely along the U S government meander line bounding the donation of D.T.Denny, W.N.Bell and A.A.Denny to the pt of beg.

The said P S P agrees to begin work on said excavation of waterway, said filling in of said tide lands on or bef the 3rd day of Feby, 1896, which is within six months of the signing of this contract, unless the time for such beginning of work shall be extended by the p S P by its duly auth agent, and to complete said work within 6 yrs of the signing of this contract, unless said time shall be extended by said p S P by its duly auth agent, provided that the entire cost of said work herein provided for, including the cost of bulkhead and sea walls shall not exceed 16 cents per cubic yard for each and every yard of earth put upon each tract or parcel of land, to which an person or corp has a pre-emption right of purchase, except as herein otherwise provided.

In appportioning the cost of such work to any lot or parcel of land to which any person or corp has a pre-emptive right or purchase



chase, the cost of the bulkhead shall be apportioned to the several lots embraced within or protected by such bulkheads, in such proportion as the area of such lot or parcel bears to the entire area enclosed within such bulkhead, and the charge against any lot or parcel for filling in shall be in such proportion of the entire cost of the work of filling in as the area of such lot or parcel bears to the entire area filled included within any bulkhead.

And the parties of the s p for themselves, their heirs, admns and as agree that they will do and perform all other acts and things provided in said act of the legislature to be done and performed by a party taking the benefits of said act.

And the party of the f p agrees that it will upon compliance of this contract, as to the whole or any part thereof, as specified in said law, by the parties of the second p, their h, admns or as, grant to said p s p, their h admns, and as, a lien upon the tide lands described herein, as provided in said hereinbefore mentioned act of the legislature and that in pursuance of said law and the notice heretofore given by the p s p as provided in said law and the other acts done and performed heretofore by the parties of the s p in pursuance of said law, it will hold the tide lands described herein subj to the operation of this contract, pending its execution and subj to the ultimate lien thereon and rights of way there through provided for in said law and this cont; and that it will do and perform by its authd agents, all and sing the acts and things mentioned and set out in said act of the legislature to be done and performed by the S of W, said act being made an integral part of this cont.

This cont to take effect and be in force, from and after its approval by the governor and the filing with the comm of public lands, by the parties of the s p, their h, admns or as of a bond with gd and suff sureties, in the penal sum of \$25,000 for the faithful performance of the work mentioned herein, as provided in said act.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals in triplicate this 3rd day of August, 1895

William F. Hays (Seal)  
Frank Shay (Seal)

W.T. Forrest (Seal)  
Commissioner of Public Lands.

(Here follows plans and specifications of Bulkhead, referred to above as "Exhibit B").

#### CONTRACT MODIFIED.

WHEREAS, Application for the foregoing contract was duly made to the S of W by Wm. F. Hays and Frank Shay, and said contract was duly filed and entered into between said parties and the S of W, on the 3rd day of Aug, 1895, subj however, to the approval thereof by the governor of said State,

Whereas, by an act of congress entitled, "An act making appropriation for the construction, repair and preservation of certain public works on rivers and harbors and for other purposes", the congress of the U S appropriated \$25,000 for the construction of a waterway and ship canal connecting the water of Puget Sound with Lakes Union and Washington; and

Whereas, the government engineer of the U S have recommended the construction of such canal across the peninsula separating Smith's Cove from Salmon Bay; and

Whereas, The construction of such government canal would be of great public advantage not only to the state but to the entire country; and

Whereas, in the opinion of the governor of the state it would be detrimental to the interests of the state to enter into a contract



with said Wm. F. Hays and Frank Shay or either of them, or with any other person or persons, corporation or corporations, to excavate the above mentioned waterway, except on the express terms and conditions as the principal consideration that the said contractors would undertake at their own cost and free of cost to the U S of A, the S of W, the Co of K and the C of Seattle, to excavate the waterway extending from the N end of said waterway and across the peninsula separating Smith's Cove from Salmon Bay, such excavation to be under the direction and in accordance with the plans of an engineer to be designated by the state or by the U S, said waterway when excavated, to be owned, possessed and controlled by the U S of A, or by said state, free of cost to the said state or U S whenever said state or U S shall demand possession of the same.

Whereas, in the opinion of the governor, the time for the beginning of the work after the approval of said contract should be changed to sixty days instead of six months as herein provided; and the time of completion of said work should be limited to two yrs instead of six yrs as herein provided, and the lands to be reclaimed by such proposed fill, which under said cont is to extend to Pike Street in the C of S, but that the same should be limited to what is known as Milwaukee Street as shown upon the Tide and Plat; and the upland to what is known as Illinois Street deducting from the lands described in said contract from said Milwaukee and Illinois Streets to the said Pike Street; and

Whereas the said W.F. Hays and Frank Shay and the said comm of pub lands are each and all willing to accept the foregoing modifications and changes in said cont and the Governor of the state is willing to approve said contract with the said modifications therein being first made.

Wherefore, in consideration of the foregoing provisions of the contract, as herein modified, the said W.F. Hays and Frank Shay, their heirs or as, hereby further agree and covenant with the p f p that they will excavate the lands across said peninsula between Salmon Bay and Smith's Cove aforesaid, under the direction of an engineer appointed by the governor of this state or the secretary of War of the U S, either or both, in so far as said excavation shall be necessary to complete the filling of the lands described in the foregoing contract as herein modified, at their own personal cost and expense and when the work of such filling and excavation shall have been completed and within the period of two years from the date of the approval of this contract, the said W.F. Hays and Frank Shay, their h or as hereby agree to turn over to the S of W or the U S, either or both, upon its or their demand therefor, to h and to h such transferee, its suc and as in fee simp forever, said excavation and right of way free of cost to said state or U S and clear of any lien or liens thereon, if the right of way and the privilege of so excavating across said peninsula shall be accorded to the p s p their h or as, free and clear of any cost or expense to them therefor, or if fair compensation shall be made to them therefor, which compensation, if not mutually satisfactory shall be submitted to arbitration, provided that said right of way shall be furnished or such fair compensation shall have been made within the time limited for the completion of this contract, and upon the failure of the p f p to so provide such right of way or such fair compensation therefor, to enable the p s p to complete said contract within said time; then said p s p their h or as shall be exonerated and relieved from making and completing said excavation across said peninsula therein contemplated, and provided that nothing herein contained shall be considered to bind or require the said State or the U S to furnish said right of way or compensation or any thereof.

WHEREFORE, each and all of the said parties, in consideration of the foregoing covenants and provisions therein contained, do hereby signify their acceptance and approval thereof and in consideration of the foregoing changes and modifications in said contract such modifications and changes are hereby made a part of this contract the same as though originally written in the body thereof.



158783--5--

IN WITNESS WHEREOF, we have hereunto set our hands and seals  
this 26th day of February A. D. 1896.

William F. Hays -----

Frank Shay -----

W. T. Forrest -----

Commissioner of Public Lands.

The foregoing contract with the modifications and changes  
herein made, accepted and signed by all of the parties hereto,  
the same is hereby in all things therein contained, by me approved,  
this Seventh day of March, 1896.

J. H. McGraw

Governor of State of Wash.

State of Washington.

Office of Commissioner of Public Lands.

I hereby certify that the foregoing is a full, true and correct  
copy of the original contract now on file in my off.

Wit my hand and official seal this 30th day of April, 1896.

W. T. Forrest

Commissioner of Public Lands.

"(Copy)"

San Francisco, July 25, 1895.

For value received, I hereby sell, as, and set ov to  
William F. Hays of Seattle, Wash, all of my right, tit and int in  
and to that cert application made to the S of W through its proper  
officials, by said Hays and myself, for a contract to construct a  
waterway in and through Smith's Cove at Seattle Harbor, and to fill  
in and reclaim cert tide lands adjacent thereto and along a portion  
of the city front of Seattle, said application bearing date  
1895, and all of my rt, title and int in and to any and all con-  
tract or contracts awarded pursuant to said application.

"Frank Shay".



Deed Filed Feb 28, 99, 3:50 pm.  
Dated Sept 26, 96 Con. \$3

Vol 234 D 321 173885

State of Washington

To

Morton S Paton, H O Armour, E D  
Christian and J D Smith committee  
of mtge bndhldrs of Seattle Lake  
Shore & Eastern Ry Co of N Y Cty

F p does hereby g b s & c unto s p and to their suc and as the flg  
td land of fc in K Co, W, to-wit:

All of blk 11:7 as shown on page 21 Vol 1 Map of S T L filed  
in off of the bd of st land commrs at Olympia, W Mch 15, 95.  
(Here copy Form 2)

To h and to h sd prems unto s p their suc and af.

J H McGraw, Governor

Attest: J H Price,

Secretary of state.

(St Seal)

St rec of T L D Vol 1 page = 241.

Deed Filed Feb 28, 99, 3:51 pm.  
Dated Dec 23, 97 Con. \$5000

Vol 234 D 322 173886

Henrietta M Haller as ex of the last w  
and test of Granville O Haller decd  
Henrietta M Haller, Annie C Haller,  
Sarah E Minor, Klizabeth M Minor and  
Judith Strong Minor To

Seattle & International Company a corp  
und the laws of W.

*Railway*

F p do hereby g b s c & c unto s p and to its suc and as the flg  
land in K Co, W, to-wit:

All and sing the upland parts and parcels of that portn of lot  
1 sec 26 tp 25 N R 3 E 1d down and desc on the plat of Minor's Add  
to the S of S as lots 8, 9, 10, 11, 14, 15, 16, 17, 18, blk 9; and lots  
9, 10, 11, 12, 13, 14, 15, 16, 17, blk 10; also lots 8, 9, 10, 11, 12, 13, 14, 15,  
16, 17, blk 11 and all of blks 12 and 13.

The upland part of sd prems consists of the whole of sd lots  
and blks except the portns known as tide lands cov by plat of S T  
L filed in the off of bd of st land commrs on Mch 15, 1895.

The td land parcels so excepted from foreg grant are the portns  
thereof now known and desc as fls:

Beg: at a pt on the line bet lots 5 and 6 blk 134 which is sit  
7 ft Ely from the cent line of the S L S & R Ry th NWly par with  
sd cent line 300 ft m or l to the line bet lots 2 and 3; th al  
sd line 198 ft m or l to the Sly line of Quimper st; th Ely al  
sd Sly line 216.198 ft to the Ely line of Water st; th Sly al  
sd Sly line 209.546 ft to an int with the line bet lots 5 and 6; th  
al sd line 222 ft m or l to pl of beg, same being .9341  
lot 3; .9376 of lot 4 and .9226 of lot 5 blk 134.

Also the E 1/2 of lot 4 and all of lots 5 and 6 blk 111;  
E 1/2 of lot 4; the E 1/2 of lot 9 and all of lots 3, 6, 7, 8 blk 112  
lots 8, 9, 10, 11, 12 blk 113; all of blks 118, 119, 120 and 121; all of  
lots 4, 5, 6, 7, 8, 9, blk 122.

Also all of lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 blk 117, all  
shown on pp 19, 20 and 21 Vol 1 Map of S T L, filed with bd of  
st land commrs at Olympia, Mch 15, 1895.

To h and to h sd upland prems with apps unto s p its suc and

g w except agst all taxes, which are exp excepted from this  
deed.

And f p do further rel and q c unto s p its suc and as all sd  
above desc lots and blks of sd td lnda except lots 5 and 6 blk 117

Henrietta M Haller (Seal)

Annie C Haller (Seal)

By Richard S Cox, Jr and Theodore  
N Haller, her atty in fact.

Henrietta M Haller (Seal)

As executrix of the last will and testament  
of Granville O. Haller, deceased (Seal)



Sarah E. Minor (Seal)  
By Jacob Furth, her atty in fact  
Elizabeth M Minor (Seal)  
By Jacob Furth her atty in fact  
Judith S Minor (Seal)  
By Jacob Furth, her atty in fact

S of W Co of K)ss.

Dec 24, 1897 by H M H, ind and as ex by T N H and R S C Jr as  
attys in fact and by J F as atty in fact bef R V Ankeny N P in  
and for the S of W res at S. Com ex Hch 11, 1899.

Deed Filed Feb 28, 99, 4:15 pm.  
Dated Feb 28, 99 Con. \$1

Vol 234 D 325 173887

Mary L MacDonald trustee of Seattle To Westminster Presbyterian  
Church a corp of sm pl

Recites that the hereinafter desc prems were conv to f p to hold  
in trust until the inc of s p and then to be conv to sd s p and  
that s p is now incptd.

Therefore, sd f p does hereby g b s c & c unto s p and to its  
suc and as the flg land in K Co, W, to-wit:

Lot 12 in blk 143 of A A Lenny's Broadway Add to the C of S, as  
shown by rec plat.

Tog with apps to h and to h sd prems unto s p and to its suc and  
a f.

Covs. gd rt to s & c and to w and d agst all clms by reason of any  
acts of grantor.

2 wits

Mary L MacDonald (Seal)

S of W Co of K)ss.

Trustee

Feb 28, 1899 by M L MacD as such tr bef Everett Smith N P  
in and for the S of W res at S. Com ex Ap 24, 1902. (10c stm att)

173888, 173889--N.G.

Ord of sale Filed June 16, 99, 4:40 pm. Dated June 16, 99 177307

In the Su p Ct of K Co, W  
United States Mortgage & Trust Company

a corp  
-vs-  
St. Johns Masonic Temple Association  
a corp

No. 26649

Recites that on June 15, 99 plff received judgment against debt, which is  
entire in ex dock 12 p 263 and is for \$73,321.14 int at 8%, costs \$15  
and that said judgment is a force of a mortgage on the flg land in K Co, W  
to-wit:

15  
199  
Lots 9 and 12 blk 23 in the plat of an add to the C of S known  
as A A Fenny's Third Add to sd S, which plat is of rec in Vol 1 of  
plats p 33 in the sud off of K Co W and also in Vol 2 p 196 and  
197 rec of deeds in sd off,  
and comma levy on and sale of sd prems forthwith.

(Signs and levy as in 177306 above.)

Deed Filed June 16, 99, 4:30 pm.  
Dated May 11, 99 Con. \$90.50

Vol 236 D 546 177308

State of Washington To Seattle and International Railway Company  
a corp

F p does hereby g b s & c unto s p and to its suc and as the flg  
td land of the f c sit in front of the C of S in K Co, W, to-wit:  
Beg at the most Nly cor of lot 12 blk 181; th S Nly al the line  
of Railroad ave 29.975 ft; th SWly par with the line bet lots 11 and  
12, 218.94 ft to the inner barb line; th NWly al the last named  
line 30.16 ft to the line bet lots 11 and 12; th N Nly al the last  
named line 215.658 ft to the pl of beg, the same being 1 of lot 12  
blk 181 as shown on page 28 Vol II of the Map of S T L filed with  
the bd of st land commrs at O, W, Mch 15, 95.

(Here copy form 2)

To h and to h sd prems with apps unto s p its suc and as f.  
Wit the seal of state.

(St Seal)

J R Rogers, Governor  
Attest: Will D Jenkins,  
Secretary of State

(St rec of T L D Vol 1 p 524)

Deed Filed June 16, 99, 4:31 pm.  
Dated May 11, 99 Con. \$2104.10

Vol 236 D 597 177309

State of Washington To Seattle & International Railway Company  
a corp of S, W

19  
5  
F p does hereby g b s & c unto s p and to its suc and as the flg  
td land of f c sit in K Co, W, to-wit:  
Beg at a pt on the line bet lots 5 and 6 blk 134, which is  
sit 7.5 ft N Nly from the cent line of the Seattle & Int Rlwy; th  
NWly par with sd cent line 300 ft m or l to the line bet lots  
8 and 3; th N Nly al the last named line 198 ft m or l to the Sly  
line of Quimper st; th Nly al sd Sly line 216.198 ft to the Wly  
line of Water st; th Sly al sd Nly line 209.646 ft to an int with  
the line bet lots 5 and 6; th SWly al sd line 222 ft m or l to  
the pl of beg; the sm being 0.9341 of lot 3; 0.9376 of lot 4 and  
0.9226 of lot 5 blk 134.

Also the E 1 of lot 4 and all of lots 5 and 6 blk 111; the E  
1 of lot 4, the E 1 of lot 9 and all of lots 5, 6, 7, 8 blk 112;  
lots 8, 9, 10, 11 and 12 blk 113; all of blks 118, 119, 120, 121;  
all of lots 4, 5, 6, 7, 8, 9 blk 122.

Also all of lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 blk 117 all as  
shown on pp 19, 20 and 22 Vol 1 Map of S T L filed with bd of st land  
commrs at O, W, Mch 15, 95.

(Here copy form 2)

To h & to h sd prems with apps unto s p its suc and a f.  
Wit the seal of st. aff. (Signs as in 177308 above).  
St rec of T L D Vol 1 p 525.



Deed Filed June 16, 99, 4:32 pm.  
Dated May 11, 99 Con. \$569.

Vol 236 D 599 177310

State of Washington To Seattle & International Railway Company  
a corp

*12/236*  
F p does hereby g b s & c unto s p and to its suc and as the flg  
t l of the f c sit in front of the C of S in K Co, W, to-wit:  
All of blk 127; also all of lots 1, 2, 3, 4, 5, 6, 13, 14, 15, 16, blk  
128; also beg at the NW cor of lot 7 blk 128; th Sly al the Wly line  
of sd lot 7, 50 ft; th Rly per with the N line of sd lot 7, 260 ft  
th Nly al the Ely line of lot 7, 50 ft to the line bet lots 6  
and 7; th Wly al the last named line 260 ft to the pl of beg, the  
sm being the Nly  $\frac{1}{2}$  of lot 7 blk 128.

Also beg at the NW cor of lot 12 blk 128; th Sly al the Wly  
line of sd lot 50 ft; th Rly par with the N line of sd lot 229.44  
ft m or l to the meander line; th NWly al the last named line  
50.82 ft m or l to the line bet lots 12 and 13; th Wly al the last  
named line 220.32 ft to the pl of beg; the sm being the Nly  $\frac{1}{2}$  of  
lot 12 blk 128, all as shown on page 28 Vol 1 of the map of S T L  
filed in the off of the bd of S T L Comms at O, W Mch 15, 95

(Here copy Form 2)

To h and to h ad prems with app unto s p and to its suc and a f.  
Wit the seal of st aff)

(St seal) (Sigs as in 177308 above.)  
St rec of T L D Vol 1 p 526.

Deed Filed June 16, 99, 4:33 pm.  
Dated May 11, 99 Con. \$458.

Vol 236 D 661 177311

State of Washington To Seattle and International Railway Com-  
pany a corp

*13/145*  
F p does hereby g b s & c unto s p and to its suc and as the  
fz td land of f c sit in front of the C of S in K Co, W, to-wit:  
All of lots 1, 2, 3, 16, 17, 18 blk 117; all of lots 1, 2, 3 blk 122  
also beg at the meandr post bet secs 23 and 26 tp 25 N R 3 E WM; th  
N 89° 08' 13" E 42 ft m or l to the W line of Joliet st; th Sly  
al the last named line 56 ft m or l to the meander line; th N  
37° 10' 45" W 67.576 ft to the pl of beg the sm being  
0.3316 of blk 114 all as shown on ppl 9 and 20 Vol I of Map of S T L  
filed in off of bd of st land comms at O, W Mch 15, 95.

(Here copy form 2)

To h and to h ad prems to s p and to its suc and a f.  
Wit the seal of st.

(St seal) (Sigs as in 177308 above.)  
st. rec of T L D Vol 1 p 527.

Deed Filed June 16, 99, 4:34 pm.  
Dated May 11, 99 Con. \$12,623.23

Vol 180 D 407 177312

State of Washington To Seattle & International Railway Company  
a corp

*13/143*  
F p does hereby g b s & c unto s p and to its suc and as the flg  
t l of f c sit in front of the C of S, W, to-wit:

Beg at a pt on the Rly line of blk 115 which is sit 21.28 ft  
Nly from meas at rt ang to the cent line of the Sly track of the  
S L & Eastern rly; th SWly and par with sd cent line 270 ft m or l  
to the Wly line of blk 115; th Sly al sd Wly line 80 ft m or l  
to a pt 8.75 ft Sly from meas at rt ang to the afored cent line;  
th Nly and par with the afored cen line 310 ft m or l to the  
Rly line of blk 115; th Wly al sd Rly line 38 ft m or l to the  
of beg the sm being 0.23 of lot 4, 0.22 of lot 5 and 0.018 of  
blk 115.



49

Bond of S & I Ry Co as principal and L Turner and James D Hoge Jr as sureties in sum of \$500, conditioned for the performance of all conditions in above lease.

1 wit                      Seattle & International Railway Company  
App Ap 5, 1900                      By L S Miller, Its General Manager  
Robert Bridges, com of Pub Lnds                      L T Turner (Seal)  
James D Hoge Jr (Seal)

S of W Co of K)ss.

Ac kmt by prin and sureties and affidavit of sureties Mch 27, 1900 bef H J Ramsey N P in and for the S of W res at S. Com ex Feb 6, 1902.

-----  
Lease & Bond    Filed July 14, 1900, 2:02 pm.    Vol / Ls    193344  
Dated Feb 1, 1900                      (Form 193343 above.)

State of Washington                      To    Seattle & International Ry Co a corp

Blks 111, 119, 120 S T L more partly desc as fls:

All the harb area directly in front of the S  $\frac{1}{4}$  of lot 4 and all of lots 5 and 6 blk 111 sit bet the inner and outer harb lines;

Also all the harb area dir in front of blk 119 sit bet the inner and outer harb lines and bet the extension of Joliet and Quileute sts.

Also all the harb area dir in front of blk 120 sit bet the inner and outer harb lines and bet Quileute ave and Smith's Cove Waterway.

-----30 yrs----- (Sigs, approval of commissioner, ackmt and affidavit and bond as in Form.)

-----  
Deed    Filed July 14, 1900, 2:03 pm.    Vol    D    193345  
Dated June 21, 1900                      Con. \$11.20

State of Washington                      To    Seattle & International Railway Company a corp

F p does hereby g b s & c unto s p and to its suc and as the flg school lands, to-wit:

Beg at a pt on the sec line bet secs 16 and 21 tp 24 N R 6 E, which pt is W 430 ft from the  $\frac{1}{4}$  sec cor common to secs 16 and 21; th N 28° 05' W 1480 ft to the pt of beg of this deed; th N 28° 05' W 486 ft being 50 ft on each sd of the cent line of the Seattle & Int Ry Co's rld through the NE  $\frac{1}{4}$  of SW  $\frac{1}{4}$  of sec 16 tp 24 N R 6 E the sm being 1.12 ac m or l acdg to the survey thereof. To h and to h sd prems with apps unto s p and to its suc and a f.

Wit the seal of state.

(St seal)

J R Rogers, Governor  
Attest: Will D Jenkins,  
Secretary of State  
By H Alling, Chf Clk.

St Rec of D Vol 1 p 133.

-----  
Deed    Filed July 14, 1900, 2:04 pm.    Vol    D    193346  
Dated June 21, 1900                      Con. \$7.80

State of Washington                      To    Seattle & International Railway Company, a corp

F p does hereby g b s & c unto s p and to its suc and a the flg school lands to-wit:

Beg at a pt on the sec line bet secs 15 and 16 tp 26 N R 5 E, which pt is 195 ft 8 from the sec cor common to secs 9, 10, 15 and 16; th in a st line bearg N 54° 04' W for 330 ft; th on a curve to the right with a uniform radius of 1432.4 ft a dist of 9 ft, consuming an angle of 22° to an intn with the sec line bet secs 9 and 16 sd pt being 269 ft W from the sec cor common to secs 9, 10, 15 and 16 sd tp and range, being a strip of land 50 ft on each side of the



In wit whereof f p has caused these prests to be sub by its  
 prest and its corp seal to be hereunto aff and attested by its sec.  
 No wits (Corp seal)

Union Trust Co.

By W S Squire, Its President

Attest: Union Trust Co.

By Shirley Squire, Its Secretary

S of W Co of K)ss.

Feb 23, 1901 by W C S as prest and S S as sec of sd corp bef  
 C T Conover N P for W res at S. Com ex May 12, 1902.

Deed Filed Mch 4, 1901, 2:58 pm. Vol 769 D 111 205080  
 Dated Mch 4, 1901 Con. \$800 (\$1 stm att)

Letitia J Wallace To Christina Forrest of S, W

F p does hereby g b n c & c unto s p and to her h and a the flg  
 land in K Co, W to wit:

Lot 6 blk 3 in Washington Place Add to the C of S.

Tog with apps, to h and to h sd prems with apps unto s p and to  
 her h and a f.

Covs. g w except sewer tax and ordnce 5848 and taxes for yr 1900.  
 2 wits Letitia J Wallace (Seal)

By John Wallace her attorney in fact

S of W Co of K)ss.

Mch 4, 1901 by J W as a in f bef C A McKenzie N P in and for  
 the S of W res at S. Com ex July 12, 1902.

Lease & Bond Filed Mch 4, 1901, 2:59 pm. Vol 771 Ls 111 205081  
 Dated Feb 1, 1900

State of Washington To Seattle & International Railway  
 Company a corp

F p does hereby ls dem and let unto s p the flg prop in K Co, W  
 being that part of the harb area in front of the flg desc prop:  
 Blks 111, 119, 120 S T L more partly desc as ls:

All the harb area directly in front of the E 1/2 of lot 4 and all  
 of lots 5 and 6 blk 111 sit bet the inner and outer harb lines;  
 also all the harb area directly in front of blk 119 sit bet the in-  
 ner and outer harb lines and bet the extension of Joliet and  
 Quileute sts; also all the harb area directly in front of blk 120  
 sit bet the inner and outer harb lines and bet Quileute ave and  
 Smith's Cove Waterway.

for a term of 30 yrs from date, for the purp of bldg and maintg  
 wharves dock and other structures for the conveniences of nav and  
 commerce, at an annual rental equal to 1% of the val of a strip  
 of shore or tide lands adjoining the port of the harb area em-  
 braced in sd lease. (This ls is given in lieu of lease bet sm  
 parties rec in Vol 9 of Ls p 332 rec of K Co, which stands cancell-  
 ed.) The lessee shall not sublet the whole or any part of sd  
 area except upon written permission of the Harbor Line Commission.

The State of Washington

By S A Callvert

Commissioner of Public Lands and Ex-officio  
 Chairman Harbor Line Commission.

Seattle & International Ry.

By C S Mellen, President, lessee

Attest: Geo H Earl, Secretary

Full by bond of S & I Ry Co asprin and W G Pearce and Thomas  
 Cooper sureties of date Feb 1, 1901 in sum of \$500 conditioned for  
 the faithful perf of all provs of sd ls.

Full by aff of sureties that each is worth sum of \$500 over



and above all just debts and liabilities.  
Bond approved Feb 23, 1901 by commr of pub lands.

Plat Filed Mch 4, 1901  
Dated Jan 28, 1901

Vol

9 P 75 20X078

# REPLAT OF THE GREEN LAKE HOME ADDITION.

This replat covers the flg land: All that portn of Gov lot 1 sec 6 tp 25 N R 4 E WM lying S and E of that portn of sd lot conv by Wm D Wood and wf to J N Wallingford by deed dated Aug 8, 1890 rec in Vol 106 of D p 155; the SW  $\frac{1}{4}$  of SW  $\frac{1}{4}$  of NW  $\frac{1}{4}$  and SE  $\frac{1}{4}$  of SW  $\frac{1}{4}$  of NW  $\frac{1}{4}$  of sec 5 tp 25 N R 4 E WM and all that part of gov lot 1 in sd sec 5 tp 25 N R 4 E not embraced within the rec plat of Woodlawn Add to Green Lake all of sd land being within the limits of the S of S, K Co, W, tog with all that portn of sd Woodlawn Add lying NWly of Winnipeg ave in sd Woodlawn Add. The initial pt is the NE cor of lot 1 sec 6 tp 25 N R 4 E which is also the NE cor of tract 25 of this plat.

Blks. 13, 21, 22, 30, 38, 39, 40 and 41 of this replat are identical in all resps with the like numbered blks in Green Lake Home Add as rec in Vol 8 p 62 plat rec of K Co; blks. 47 and 48 of this replat are identical with original blks 21 and 22 resp of Woodlawn Add to Green Lake.

Embraces blocks numbered from 1 to 48 inc and lots as flls:  
Blk. 1, lots 1 to 15 inc; blk. 2, lots 1 to 14 inc; blk. 3 lots 1 and 2; blk. 4 lots 1 and 2; blk. 5, lots 1, 2, 3; blk. 6, lots 1, 2, 3; blk. 7 lots 1, 2, 3; blk. 8 lots 1 to 5; blk. 9 lots 1, 2, 3; blk. 10 lots 1, 2, 3; blk. 11 lots 1 to 6; blk. 12 lots 1, 2, 3; blk. 13 (identical with orgnl plat); blk. 14 lots 1 and 2; blk. 15 lots 1 and 2; blk. 16 lots 1 and 2; blk. 17; blk. 18; blk. 19 lots 1 to 4 inc; blk. 20 lots 1 to 4 inc; blk. 21 (identical with orgl plat); blk. 22 lots 1 to 8 inc; blk. 23 lots 1 to 6 inc; blk. 24 lots 1 to 9 inc; blk. 25 lots 1, 2, 3; blk. 26 lots 1 to 8 inc; blk. 27 lots 1 to 6 inc; blk. 28 lots 1 to 12 inc; blk. 29 lots 1 and 2; blk. 30 (identical with original plat lots 1 to 5; blk. 31 lots 1 to 17 inc; blk. 32 lots 1, 2, 3; blk. 33; blk. 34; blk. 35; blk. 36 lots 1 to 14 inc; blk. 37 lots 1 to 13 inc; blk. 38 lots 1 to 8 inc; blk. 39 lots 1 to 8 inc; blk. 40 lots 1 to 8 inc; blk. 41 lots 1 to 6 inc; blk. 42, lots 1 to 16 inc; blk. 43 lots 1 to 16 inc; blk. 44 lots 1 to 16 inc; blk. 45 lots 1 to 16 inc; blk. 46 lots 1 to 4 inc; blk. 47 lots 1 to 12 inc; blk. 48 lots 1 to 9 inc.

Green Lake Home Building and Guarantee Co.

(Corp seal)

By W D Wood, President

And by C A Kilbourne, Secretary

Emma W Wood (Seal)

Howard F Wood (Seal)

J W Wheeler (Seal)

Viola B Wheeler (Seal)

Geo H King (Seal)

2 wits

As receiver of the Washington Savings Bank

S of W Co of K)ss.

Jan 29, 1901 by W D W and C A K as prest and sec and by R W W,

H F W, V B W and J W W and by G H K as rec bef W Parry Smith

N P in and for the S of W res at S. Com ex Jan 21, 1902.



M Fld Feb 21, 06 3:5pm  
Feb 1, 06. Con \$400

378048

11

Anna B Russell, a widow of S W To Henry C Ewing and Florence S.  
Ewing, his wf of the s p

F p does hby g b s c & c unto s p and to their h and a the flg desc land sit in K Co W to-wit  
Lots 21 and 22 Blk 5 Cherry Street Heights add to S.W  
Tog with a and s the ten &c  
To Lec \$400 int 7% n e d. l w

Anna B Russell (seal).

S of W C of K)ss

Feb 1, 06 by A B R, a widow bef T M Gamble n p in and for  
the s of W res at S Seal

0000

D Fld Feb 21, 06 3:6pm  
Feb 20, 06. Con \$900

455-241

378049

Louise M Christian and Stephen A Christian  
her hush to Charles Vader

F p do hby g b s c & c unto s p and to his h and a the flg desc land sit in K Co W to-wit  
Lots 34, 35, and 36 in Blk 21 of Ross add to the c of S,  
acc to the plat thereof on file in the off of the aud of sd K C  
Tog with the a to h and to h unto s p and to his h and a f  
Covs: gw l w Louise M Christian (seal)  
Stephen A Christian (seal)

S of W C of K)ss

Feb 20, 06 by L M C and S A C bef John B Shorett N P in and  
for the s of W res at S. W Seal

0000

D Fld Feb 21, 06 3:7pm  
Feb 13, 06. Con \$600,000.

420-521 378050

Smiths Cove Land Company, a Wash cp, To Washington Northern railway  
Company, a Wash cp.

F p does hby g b s c & c unto s p, its suc and a f, the flg desc land  
sit in S K Co W, to-wit; -

All of that certain tract of upland marked "Unplatted Reserve  
"A" on the plat of Gilman's Addition to the City of S, acc to the rec  
plat thereof filed for rec in the office of the A of K C W on the  
17th day of May, 1890, and now of record therein, ex that pt of said  
Unplatted Reserve A lying E of a straight line drawn from the  
SE cor of lot 20 in blk 3 of Seattle Tide Lands to the ne cor of  
block 53 in said Gilman's Add, and also ex that cert strip of ld which  
was conveyed to the Seattle and Montana RR Co by said Smiths Cove  
L Co by deed dated February 28, 1905, rec in Vol 392 Deeds, pg 535  
of the rec of said K C (it being understood for certainty of desc  
that the W line of said unplatted Reserve "A" as intended by the  
conv hereby made, is the east line of 27th Ave. W. formerly 8th a W, po  
nly from its intersection with the nly line of Commodore Way,  
which said e line so produced is also the E. line of a certain strip  
of land offland conv by the p of the f p to the United S of A by deed  
dated July 15, 1897, rec in vol. 220 of Deeds, page 358 of the  
rec of said K C)

Also all of blk 3 of S. T. L acc to the off plat thereof,  
except that certain strip of land which was conv to said S and  
M. R R Co by the said Smiths Cove Land Co by deed dated Feb 28,  
1905, rec in vol. 392 of Deeds, pg 535 of the rec of said K C

Also all of Block 4 of Seattle T Lands acc to off plat  
thereof

Also all of block 5 of Seattle T Lands acc to the off  
plat thereof.

T



Also all of lots 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21 in Block 6 of Seattle Tide Lands, acc to off plat thereof.

Also all of block 47, 52, 53, 100, 103, 113, 115, 116, 125, 126, 136, 137, 149, 150, 162, 163, 104, 112, 117, 120, 127, 135, 151 and tracts W, X, Y, and Z in said Gilman's Addition to the City of Seattle and all that part of block 121 in said Gilman's Addition lying on the westerly side of a line drawn parallel to and distant 50 feet ely from the ely margin of the right of way of the N P Ry (formerly Seattle Lake Shore and Eastern Ry.)

Also all that certain tract of upland marked "Unplatted Reserve B" on the said plat of Gilman's Addition to the C of S hereinbefore referred to.

Also all of lots 1, 2, 3, and 7 in blk 115 Seattle Tide Lands, acc to off plat thereof.

Also all that part of blk 115 of Seattle Tide Lands, acc to the off plat thereof, part des as follows, to-wit: Beg at a pt on the ely ln of blk 115 which is sit 21.25 ft nly from, meas at r a to, the center line of the sly track of the Seattle Lake Shore and Eastern Ry; thence swly and par with sd center line 270 feet m or l to an intersection with the line bet lots 3 and 4; th ely along sd last named line 137.32 ft to the ely line of blk 115, th sly along said last named line 6.00 feet m or l to the p of beg. Also beg at a pt on the ely line of blk 115 wh is sit 8.75 feet southerly from meas at r a to, the center line of the sly track of the Seattle Lake Shore and Eastern Ry; thence swly and par with the sd cent ln 310 ft, m or l to the wly line of blk 115; th sly along sd wly line 46 ft m or l to the line bet lots 6 and 7; th ely along the last named line 238.80 feet to the ely line of block 115, th nly along said ely line 255.00 ft, m or l to the place of beg. The two foregoing descriptions taken together include 0.77 of lot 4, 0.78 of lot 5 and 0.982 of lot 6 blk. 115, acc to the survey thereof as shown on the map of Seattle Tide Lands, filed in the office of the Bd of State Ld Comm, at O, W on the 15th day of March, 1895

Also all that part of block 124 of Seattle Tide Lands, acc to the official plat thereof, part des as fol, to-wit: Beg at a pt on the ely line of block 124, wh is sit 38.75 feet nly from, measured at r a to, the center line of the southerly track of the Seattle Lake Shore and Eastern Ry; th swly and par with sd center line 533.00 feet, m or l, to the ely line of Quilte Ave th nly along sd ely line 375 ft, m or l, to the sly line of Quete St (now known as Alva St.); th ely along sd sly line 400 ft to the ely line of blk 124; th sly al sd ely line 23 ft m or l to the place of beg. Also beg at a pt on the ely ln of blk 124 wh is sit 21.25 ft sly from meas at r a to, the cent ln of the Seattle L S and E Ry; th swly par with sd center line 415 ft m or l to a pt 90 ft dist from, meas at r a to, the ely line of Quilte Ave, th sly par with sd ely ln 520 feet m or l to the nly line of Quilcene st (now known as Howe St) th ely al said nly line 310 feet to the ely line of blk 124, th nly along sd ely line 792 ft more or less to the p of beg. The foregoing descriptions taken together comprise 0.823 of lot 1; 0.773 of lot 2, 0.772 of lot 3, 0.772 of lot 4, 0.775 of lot 5, 0.775 of lot 6, 0.775 of lot 7, 0.775 of lot 8, 0.775 of lot 9, blk 124 acc to the sury thereof, as shown on the map of S T L, filed in the office of the Board of State Land Comm, at O, W, on the 15th day of March, 1895.

Also all of lots 11 and 12 in block 125 of Seattle Tide Lands, acc to the off plat thereof, and all that pt of lot 10, in said block 125 of Seattle Tide Lands des as follows: Beg at the NW cor of said lot 10; th nly al its east side 83.00 feet; th wly par with the line bet lots 9 and 10, 350 feet more or less to the ely line of J olivet St, th southerly al said last named line 87 ft, m or l, to an intersection with the E ln bet lots



10 and 11; thence eby along said last named line 387.46 feet to the place of beginning, containing 0.888 of said lot 10. The above described parts of blocks 115, 124 and 125 of Seattle Tide lands are the same parts of said blocks one hundred fifteen, 124 and 125 that were conveyed to the party of the first part by the State of Washington by deeds now of record in the office of the County Auditor of said King County.

To have and to hold said granted prem with app thereunto belonging or in anywise app, unto the p of the s p, its succ and assigns forever.

Said described premises are hereby sold and conv sub to the foll claims and enc;

1st. a et rt of flowage and other incidental rts acq by the C of K and the U S of A in cer cond pro in the S C of K C S of W in conn with the proposa establishment of a canal and waterway conn Puget Sound and Salmon Bay with Lake Union and L Wash.

2d. Any rights arising, or to arise under the pro of the act of the legislature of the S of W, entitled (form 2)

3rd. That ot lease made by the said S C L Co to N. P Ry Co, dated June 30, 1902, leasing a strip of land 50 ft wide ac pt of sd unplatted Reserve "A" and lot 20, blk 3 of S T L and a pt of blk 121 Gilman's Add, which lease by its terms may be term at any tiem by either party, on giving 3 months written notice to the other ( the rts of the lessor in sa id lease being assigned to the party of the second part by separate instrument at the time of delivering ~~xxxxxx~~ this deed.)

4th. The right of the pt of Nudd and Taylor Company, its successors and assigns, to construct and maintain a standard guage ry tr ac the wly 50 ftt of block 121 in said Gilman's add as spec in a cer written agreement bet sd S C L Co and Nudd and Taylor Co dated Nov 13, 1905 sd rt being hereby reserved.

5th. Any taxes that have or may become a lien on sd prem sub to Feb 1st, 1906, ex that the party of the 1st pt agrees to pay 1906 tax.

6th Those xert tenancies from month to month which have heretofore been made by the party of the f p for cer small par of said premises, the rts of the party of the first part, lessor in said ~~xxxxxx~~ tenancies, being assigned to the p of the s p at the time of delivering this deed.

7th. Any rights acquired, if any, by the Seattle L S and E Ry Co, its suc or assigns, by reason of that cer ind bet said S C L Co and the said S L S and E Ry Co dated Sept 8, 1890 rec in Vol. 124 Deeds, page 251 of the rec of said K County.

G W, except as against the claims and enc hereinbefore set forth. It is understood however that so far as concerns the tide land portions of said premises, sd party of the f p shall only be held hereby to conw and warrant such title as has been vested in it by the tide land deeds of the S of W.

In w w the p of the f p has caused these pres to be ex by its pres and its sec, thereunto duly auth by its board of trust, and its cor seal to be hereunto aff by like auth, the day and year first above written.

(Cor seal)

Smiths Cove Land Kompany,  
By James D. Smith, president.  
and by George Donworhh, secretary .

S of N Y, C. and C of N Y, ss  
Ack Feb 13, 1906 by J. D S as pres of sd cor, and on oath stated that he the sd pres and George Donworhh, the sec of the sd cor, were auth to ex sd inst and that the seal aff is the cor seal of said cor., before Wm. O. Shipman, N p as aforesaid res at Brooklym, s of N Y seal

S of W, C of K, ss.

Ack Feb 19, 1906, by G. W. sec of said cor, and on oath stated that he the sec of said cor and J. D. S the pres on the sd cor were auth to ex sd inst and that the seal affixed is the cor seal of said cor., before G. Edgar Hayes, N. P. in and for the s of W, res at S. (Not seal)

Sat & May 25-15

Nov 28-14

C H Adams

TO

Ashley Bullen

9-35

999191 NG

999192

Sp do hby certf tht a certn r e mtg dtd May 12-14 recd May 13-14 pge 523 Vol 642 of M recas of KCW mde and exc by sp to fp has bn fly pd and is hby sat rel and dis and the r e gov thby

Lot 1 Blk 28 of Yesler's 2nd Add Supplemental Add to City of Seattle, in the Co of K and State of Washington

is rl frm the lien thereof  
M W

Charles H Adams, (the sm as  
C H Adams---

George Richard Ford, his atty. in fact ---

KCW Nov 28-14 by George Richard Ford, as attorney in fact of Charles H Adams, also kn as C H Adams, bef W H Llewellyn MP 1 and f S of W res at S (MS Feb 25-18) fi by C B W Raymond, ml 304 Hincley

+++++

D May 25-15

10-2

\$49 IRSx

999193 NG

Jan 16-15

\$1 ogvo

999194

Northern Pacific Railway Company, a Wisconsin corp  
TO

Oregon and Washington Railroad Company, an Ore corp

Sp cy and wrr to sp flg des r e in KCW

Tht portn of Blk 123 of S T L in KCW as the sm is shown upon the offl plat of sd tide lds des as fl

Bag at the SE corner of sd Blk 123 on the former W ln of Smith's Cove Waterway, th W on the S ln of sd Blk 200 ft; th N on a ln parl with and distant 200 ft Wly mard at rt angles frm the Ely ln of sd Blk 123, which ln is also the former W ln of Smith's Cove Waterway 395.06 ft; th Nly in a straight ln to a pt on the N ln of sd Blk 35 ft W of the NE corner thereof; th E on sd N ln 35 ft to sd NE corner; th S on the E ln of sd Blk 123, 795.06 ft mrl to the SE corner thereof and the p o b otg 126,012 sq ft mrl

Also: Tht portn of Blk 122 of S T L in KCW as the sm is shown up on the offl plat of sd tide lands being the E of sd Blk and more partucly des as fl:

Bag at the SE corner of sd Blk 122 on the W ln of Smith's Cove Waterway; th W on the S ln of sd Blk 200 ft; th N 890.293 ft mrl to a pt on the N ln of sd Blk 200 ft W of the NE corner thereof; th E on sd N ln 200 ft to sd NE corner; th S on the E ln of sd Blk which ln is also the W ln of Smith's Cove Waterway 890.293 ft mrl to the p o b, otg 178,058.6 sq ft mrl

M W (Cp Bl) Northern Pacific Railway Company

By Jule M Hannaford, president

Attest: R H Relf, Assistant Secretary

Ramsay Co Minn Jan 16-15 by Jule M Hannaford and R H Relf, President and Assistant Secretary of the corp tht exc withn and frgrinstr (CP) bef W J Barron MP Ramsay Co Minn (MS Oct 14, 1920)

fi by F D Campbell, mk C P Bissett, O & W R R Co(K)



Ded Deed Sept 14 15 10 20  
June 30 15 \$1 SVC

1017285

The Port of Seattle a municipal corp of the S of W  
to City of Seattle a municipal corp of sd state  
Ep hrby dedicates grants and conveys to sp for the use of the public  
for public streets and highways the fd des pieces tts and parcels of  
ld lying and bg sit in the ad City of Seattle Co of K S of W  
and more part des as followu:

(1) The Wly 70 ft of tht porth of Smith's Cove Interway vacated by  
act of Leg of the S of W entitled "An Act vacating a porth of Smith's  
Cove Waterway in the C of S and vesting the title of the vacated  
porth in the Port of Seattle" approved Mar 11 13 (see Session Laws  
1913 Chapter 59) and sd Wly 70 foot strip produced Nly across such  
porth of the unplatted tt adjoining sd Smith's Cove Waterway as  
stor owns to West Halliday St so as to make tog with the porth of  
the unplatted tt adjoining sd Smith's Cove Waterway owned by the  
stee, a continuous St 70 ft in width from the S margin of West  
Garfield St to the S margin of West Halliday St as established by  
Ord No. 23041

(2) A strip of ld 70 ft in width extending over and across Blk  
130 of Seattle Tide Lands sd strap more particularly des as follows:  
Beg at a pt on the W li of sd Blk 130 sd pt bg dist 293.05 ft N from  
the SW cor of sd Blk 130 th N alg sd W li a dist of 106.63 ft  
th S 41 deg 10' 23" E a dist of 529.85 ft to a pt on the S li of  
sd Blk 130 th W alg sd S li a dist of 22 ninety-two and eighty  
one-hundredths (92.80) ft th N 41 deg 10' 23" W a dist of 388.49  
ft to the pt of beg

(3) A strip of ld extending over and across tht porth of Smith's Cove  
Waterway vacated by act of legislature of the S of W entitled "An  
Act vacating a porth of Smith's Cove Waterway in the C of S and  
vesting the title of the vacated porth in the Port of Seattle"  
approved Mar 11 13 (see Session Laws 1913, Chapter 59) sd strip more  
part des as follows:  
Beg at a pt on the E margin of sd vacated Smith's Cove Waterway  
sd pt bg dist 399.67 ft N from the SW cor of Blk 130 Seattle Tide  
Lands th N 41 deg 10' 23" W a dist of 228.82 ft to a pt of curve  
th alg sd curve to the rt havg a rad of 731.78 ft through an angle  
of 41 deg 02' a dist of 524.07 ft to a pt tangent to the E margin  
of a 70 foot street des in Sec 1 th S no deg 08' 22" E a dist of  
380.47 ft th S 41 deg 10' 23" E a dist of 502.66 ft to the E  
margin of sd vacated waterway th N no deg 08' 22" W alg sd waterway  
a dist of 106.63 ft to pt of beg

(4) A strip off the S end of sd vacated waterway equal in width to  
Garfield St as now established and constituting an extension of  
Garfield St across sd vacated waterway

To: and to h to sp for the uses and pur as public sts and highways  
Forever I T W Port of Seattle has ced this inst to be exe by  
its proper officers and its seal to be hrnto attachd

— Port of Seattle

By Robert Bridges President

Attest: C E Romeberg Secretary

Corp Seal

KOV June 30 15 by Robert Bridges as Pres of the Port of Seattle a  
municipal corp and ackd bef me tht he exe the frgr inst for and on  
behalf of sd corp and as its act and d ced for the uses and pur thrin  
expressed and the sd Robert Bridges bg duly sworn and on t he dt and  
day thref stated tht he was duly auth to exe sd inst on behalf of  
sd corp and tht the al thrtto annexed is the corp al d sd corp of  
C J France n p for W res at S (NO Jan 8 19)  
fil by H W Carroll City Comptroller

000250

LEASE

7504080496  
7504080496

This Lease, made as of the 14th day of July, 1975, by and between KING COUNTY, a political subdivision of the State of Washington, hereinafter called the "LESSEE", whose address is King County Courthouse, Seattle, Washington 98104, and ACTIVE MOVING AND STORAGE CO., INC., hereinafter called the "LESSOR", whose address is Pier 91, Building 41, Post Office Box 9217, Seattle, Washington 98109, is as follows:

The Lessee hereby leases space on the first and second floors of Building No. 48 at Pier 91 as required by King County.

A. Purpose

This Lease is made for the purpose of permitting Lessee to store equipment, materials and supplies for the King County Dome Stadium.

B. Term

The Lease will be on a month-to-month basis, with King County being guaranteed the use of the required space for a period of one year from the time this Lease goes into effect.

C. Rent

King County will pay 10¢ per square foot per month for the space being used, and will make payments by the 20th of the month following the billing period.

D. Other Terms and Conditions

1. Active Moving and Storage Co., Inc. will supply at no cost as a part of the Lease agreement necessary heat and lighting as well as the use of the freight elevator at Building No. 48, Pier 91.
2. For and in consideration of the execution hereof by each of said parties, due each herewith and hereby release and relieve, and waive their entire claim of recovery for loss or damage to property arising out of or incident to fire, lightning, and the perils included in the extended coverage and endorsement, in, on or about the said premises, whether due to the negligence of any of said parties, their agents or employees or otherwise.
3. King County will provide all garbage disposal directly related to the stored material. In addition, King County will provide all labor and equipment necessary to unload, store and reload all material.



00

11-11-75

11-11-75

11-11-75

RECORDED

OF  
REQUEST

1975 APR 8 PM 1 05

DIRECTOR  
RECORDS & ELECTIONS  
KING COUNTY, WASH.

FILED for Record at Request of:

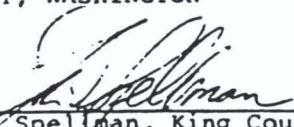
Name King County Arbitration Division

Address 1211 1st Avenue North

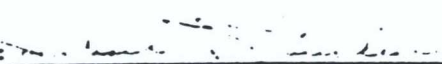
Seattle Washington 98107

IN WITNESS WHEREOF, the Lessee has caused this Lease to be signed by its duly elected County Executive and the Lessor has signed the same as of the day and year hereinafter first written.

KING COUNTY, WASHINGTON

By:   
John D. Spellman, King County  
Executive  
LESSEE

ACTIVE MOVING AND STORAGE CO., INC.

By:   
Michael T. Boulton, Branch Manager  
LESSOR

Approved as to form and legality:

By:   
Deputy Prosecuting Attorney

Date: 3-31-75

Reviewed and approved:

By:   
Gerald R. Schlatter, Manager  
King County Architecture Division

Date: 3-31-75

DC0250

7504080496



QUITCLAIM DEED

A 136570 0-21  
(9)

7606300880 A 136570 0-21

The UNITED STATES OF AMERICA, acting by and through the Administrator of General Services under and pursuant to the powers and authority contained in applicable provisions of the Federal Property and Administrative Services Act of 1949, 63 Stat. 377, as amended, and regulations and orders promulgated thereunder, (hereinafter referred to as "Grantor"), for a monetary consideration of \$10,155,000.00, and other valuable consideration including the conveyance of certain property in exchange, the receipt of which acknowledged, does hereby convey and quitclaim to the PORT OF SEATTLE, a Washington corporation, (hereinafter referred to as "Grantee"), its successors and assigns, all of Grantor's right, title and interest in and to the following described property (hereinafter referred to as "Property") situated in King County, State of Washington:

A parcel of land situated in Sections 23 and 26, Township 25 North, Range 3 East Willamette Meridian in the City of Seattle, King County, Washington, being a portion of Gilman's Addition to the City of Seattle according to plat thereof recorded in Volume 5 of Plats, Page 93, records of King County, Washington, and a portion of Government Lot 4, Section 23, Township 25 North, Range 3 East, Willamette Meridian, together with a portion of the Seattle Tide Lands. The Property is more particularly described as:

Commencing at a City Monument at the intersection of 15 Avenue West and West Garfield Street in the City of Seattle; thence South 89° 51' 38" West, 713.10 feet and South 0° 08' 22" East, 50 feet to the true point of beginning, thence,

North 89° 51' 38" East, 7.250 feet; thence  
South 41° 10' 23" East, 52.966 feet; thence  
South 0° 08' 22" East, 2365.154 feet; thence  
North 82° 19' 41" West, 171.995 feet; thence  
South 0° 08' 22" East, 166.700 feet; thence  
South 89° 51' 38" West, 310.022 feet; thence  
North 0° 08' 22" West, 2528.380 feet; thence  
South 89° 51' 38" West, 65.654 feet; thence  
South 0° 08' 22" East, 18.901 feet; thence  
South 89° 51' 38" West, 283.469 feet; thence  
South 0° 08' 22" East, 2506.486 feet; thence  
South 89° 51' 38" West, 369.026 feet; thence  
North 0° 08' 22" West, 303.954 feet; thence  
North 82° 19' 41" West, 1258.259 feet; thence  
North 0° 08' 22" West, 1179.300 feet; thence  
North 89° 51' 38" East, 6.180 feet; thence

1% EXCISE TAX REQUIRED

King County Records Division

By [Signature], Deputy

7606300880

North 0° 51' 47" West, 296.186 feet; thence

South 89° 08' 13" West, 616.043 feet; thence

North 0° 51' 47" West, 199.993 feet; thence

North 89° 08' 13" East, 90.454 feet; thence

North 0° 51' 47" West, 3.000 feet; thence

On a curve to the left, having a radius of 530.0 feet, an arc of 445.54 feet; thence

North 40° 58' 14" East, 100.000 feet; thence

On a curve to the right, having a radius of 470.0 feet, an arc distance of 115.417 feet; thence

North 3° 30' 48" East, 401.058 feet; thence

North 36° 31' 21" East, 776.484 feet; thence

North 0° 07' 21" West, 341.158 feet; thence

North 89° 52' 39" East, 170.988 feet; thence

North 0° 09' 21" West, 1364.904 feet; thence

North 26° 51' 54" East, 578.741 feet; thence

North 89° 52' 16" East, 571.199 feet; thence

North 18° 32' 58" East, 15.490 feet; thence

North 89° 59' 23" East, 134.640 feet; thence

South 40° 26' 13" East, 133.982 feet; thence

South 0° 08' 22" East, 54.742 feet; thence

South 51° 25' 28" East, 4.290 feet; thence

South 0° 08' 22" East, 1797.050 feet; thence

On a curve to the left, having a radius of 1165.78 feet; an arc distance of 834.90 feet; thence

South 41° 10' 23" East, 493.845 feet; thence

South 27° 00' 38" East, 112.109 feet to the true point of beginning.

EXCEPTING THEREFROM a parcel of land situate in the City of Seattle, County of King, State of Washington, Section 23, Township 25 North, Range 3 East, Willamette Meridian, said parcel being all of Lots 20, 21, 22, and 23, and a portion of Lots 24, 25, 26, and 27 of Block 194 of Gilman's Addition to the City of Seattle, according to Plat thereof recorded in Volume 5 of Plats, Page 93, and a portion of 23rd Avenue West and a portion of Plymouth Street, more particularly described as:

Beginning at the northwest corner of Lot 20, Block 194 of said Gilman's Addition to the City of Seattle, the point of beginning; thence

North 89° 52' 39" East, 132.63 feet to a point in 23rd Avenue West; thence

South 7° 33' 54" West, 6.95 feet; thence



7606300880

South 10° 25' 39" West, 93.56 to a point in the northerly line of Lot 23 (Volume 5 of Plats, Page 93); thence

South 18° 31' 09" West, 59.62 feet to a point in Lot 26 (Volume 5 of Plats, Page 93); thence

South 25° 00' 24" West, 89.47 feet to a point in Plymouth Street; thence

South 85° 46' 24" West, 57.67 feet; to a point in a westerly boundary line of U. S. Naval Supply Depot, Seattle, Washington; thence along said westerly boundary line

North 0° 07' 21" West, 240.49 feet to the point of beginning.

AND EXCEPT

A parcel of land situate in the City of Seattle, County of King, State of Washington, partly in Sections 23 and 26, Township 25 North, Range 3 East, Willamette Meridian, said parcel being a portion of Government Lot 4, Seattle Tide Lands and Minor's Addition, described as follows:

Beginning at the southwesterly corner of Lot 17, Block 9 of Minor's Addition to the City of Seattle, the point of beginning; thence westerly along said northerly line of Oaks Street

South 89° 08' 13" West, 616.043 feet; thence

North 0° 51' 47" West, 199.993 feet; thence

North 89° 08' 13" East, 90.454 feet; thence

North 0° 51' 47" West, 3.000 feet; thence

On a curve to the left, having a radius of 530.0 feet, an arc distance of 445.54 feet; thence

North 40° 58' 14" East, 100.000 feet; thence

On a curve to the right, having a radius of 470.0 feet, an arc distance of 115.417 feet; thence

North 3° 30' 48" East, 180.13 feet; thence

North 89° 46' 23" East, 386.53 feet; thence

South 00° 10' 17" East, 736.87 feet; thence

South 89° 00' 00" west, 167.66 feet; thence

South 74° 49' 48" West, 254.27 feet; thence

North 0° 51' 47" West, 95.00 feet to the point of beginning.

TOGETHER WITH improvements located thereon.

SUBJECT TO:

An easement to Pacific Northwest Bell Telephone Company in, on, over, under, and across the above-described Property for operation and maintenance of the existing telephone communication system.

Perpetual easement NOY(R)-69852 to the municipality of Metropolitan Seattle for the construction, installation, maintenance, operation, repair, and replacement or removal of a subterranean sewer pipeline across the above-described Property.

An easement to the City of Seattle for operation and maintenance of a sanitary sewer line.

An easement to the City of Seattle for operation and maintenance of a storm drain outfall.

Existing easements for public roads and highways, public utilities, railroads, and pipelines, and to other easements of record.

TO HAVE AND TO HOLD the Property together with all the privileges and appurtenances thereto belonging, unto Grantee, its successors and assigns, forever.

7606300880

The Grantee covenants for itself, its heirs, successors, and assigns and every successor in interest to the Property hereby conveyed, or any part thereof, that the said Grantee and such heirs, successors, and assigns shall not discriminate upon the basis of race, color, religion, or national origin in the use, occupancy, sale, or lease of the Property, or in their employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit; nor shall it apply with respect to religion to premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

The Property was both duly determined to be surplus to the needs and requirements of the United States of America and assigned to General Services Administration for disposal pursuant to authority contained in the said Federal Property and Administrative Services Act as amended, and applicable orders and regulations promulgated thereunder.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of June 30, 1976.

UNITED STATES OF AMERICA  
Acting by and through the  
Administrator of General Services

By U. Barnes  
Director, Real Property Division  
Public Buildings Service

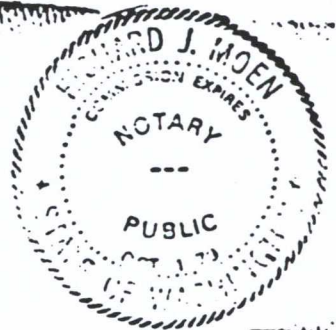


STATE OF WASHINGTON)  
COUNTY OF KING ) ss

On this 29th day of June, 1976, before the undersigned, a Notary Public in and for the State of Washington, personally appeared V. L. Barnes to me known to be the \_\_\_\_\_ Director, Real Property Division, Public Buildings Service, General Services Administration, Region 10, and to me known to be the individual described in and who executed the foregoing instrument and who under oath stated that he was duly authorized, empowered and delegated by the Administrator of General Services to execute the said instrument and acknowledged the foregoing instrument to be his free and voluntary act and deed, acting for and on behalf of the Administrator of General Services, acting for and on behalf of the United States of America, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

Richard J. Moen  
Notary Public in and for the State of  
Washington, residing at Bellevue



7606300880

000563

681190270

RECEIVED THIS DAY

FILED FOR RECORD AT THE REQUEST OF:

Mr. James C. Falconer  
Mundt, MacGregor, Happel, Falconer,  
Zulauf & Hall  
4200 First Interstate Center  
Seattle, Washington 98104-4082

Nov 9 9 46 AM '88

BY THE CLERK OF  
RECORDS & EVIDENCE  
KING COUNTY

MEMORANDUM OF LEASE

This Memorandum of Lease is dated November 8, 1988, by and between THE PORT OF SEATTLE ("the Port"), as Lessor, and CITYICE COLD STORAGE COMPANY (formerly known as City Ice Cold Storage Co., Inc.), a Washington corporation ("Cityice"), as Lessee.

W I T N E S S E T H:

The undersigned parties do hereby declare and acknowledge that they have entered into and executed a Lease dated March 14, 1988, which grants to Cityice certain rights in connection with the Lease of the following described real property in King County, Washington:

See Exhibits A and B attached hereto and incorporated herein by this reference.

The undersigned do further acknowledge and declare that these rights have been granted under certain terms, conditions, covenants and provisions, all of which are set forth at length in said Lease, reference to which is hereby made. The Lease expires on February 28, 1993, as such may be extended. A copy of the Lease is maintained in the office of Cityice, Pier 91, Building 39, Seattle, Washington 98119.

1196L/JCF/11-J-88



6611090270

IN WITNESS WHEREOF the parties have set their hands and seals the day and year first above written.

LESSOR:

THE PORT OF SEATTLE

By John H. [Signature]

Address \_\_\_\_\_

LESSEE:

CITYICE COLD STORAGE COMPANY

By [Signature]

Address 459 Common Bldg  
Seattle 98104

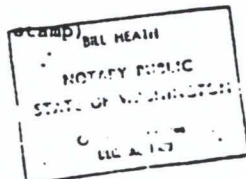
STATE OF WASHINGTON )  
COUNTY OF KING )

ss.

I certify that I know or have satisfactory evidence that JOHN H. G. [Signature] is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the acting Executive Director of The Port of Seattle to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 11/8/66

(Seal or stamp)



[Signature]  
(Signature)  
Title Notary Public  
My appointment expires 11/1/67

661139C270

STATE OF WASHINGTON )  
 )  
COUNTY OF KING ) ss.

I certify that I know or have satisfactory evidence that JACK BARLING is the person who appeared before me, and said person acknowledged that he/~~she~~ signed this instrument, on oath stated that he/~~she~~ was authorized to execute the instrument and acknowledged it as the President of Cityice Cold Storage Company to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: November 2, 1932

(Seal or stamp)

Ray H. Miller  
(Signature)  
Title Notary Public  
My appointment expires 7-25-42



6811090270

EXHIBIT A

Approximately 38,400 square feet of warehouse space within Building 40 and roadway access, all situated at Port of Seattle Terminal 91 and further identified in red on Port of Seattle Drawing No. 47-107 attached hereto as Exhibit "B" and by this reference made a part hereof, hereinafter called "the premises;" together with a first right of refusal to lease the balance of Building 40 premises, should said additional premises become available for lease.

Exhibit  
B  
Too Large to  
Photograph

000567

RECEIVED THIS DAY

683 128

FILED FOR RECORD AT THE REQUEST OF:

Mr. James C. Falconer  
Mundt, MacGregor, Happel, Falconer, Zulauf & Hall  
4200 First Interstate Center  
Seattle, Washington 98104-4082

Nov 9 10 41 AM '88  
BY [illegible]  
[illegible]

6611090271

MEMORANDUM OF SUBLEASE AGREEMENT

This Memorandum of Sublease Agreement is dated November 8, 1988, by and between CITYICE COLD STORAGE COMPANY (formerly known as City Ice Cold Storage Co., Inc.), a Washington corporation ("Landlord"), and ARCTIC ALASKA SEAFOODS, INC., a Washington corporation ("Tenant").

W I T N E S S E T H:

The undersigned parties do hereby declare and acknowledge that they have entered into and executed a Sublease Agreement dated September 23, 1988, which grants to Tenant certain rights in connection with the sublease of the following described real property in King County, Washington:

See Exhibits A and B attached hereto and incorporated herein by this reference.

The undersigned do further acknowledge and declare that these rights have been granted under certain terms, conditions, covenants and provisions, all of which are set forth at length in said Sublease Agreement, reference to which is hereby made. The Sublease Agreement expires on February 27, 1993, as such may be extended. A copy of the Sublease Agreement is maintained in the office of Arctic Alaska Seafoods, Inc., 4250 - 24th Avenue West, Seattle, Washington 98199.

1121L/JCF/11-3-88



IN WITNESS WHEREOF the parties have set their hands and seals the day and year first above written.

LANDLORD:

CITYICE COLD STORAGE COMPANY

By Jack Rosling

Address 459 Columbia Bldg  
Seattle  
98104

TENANT:

ARCTIC ALASKA SEAFOODS, INC.

By William A. Bost

Its Vice President

Address Fishermen's Center, Fishermen's Terminal  
P.O. Box 1001  
Seattle, WA 98111

STATE OF WASHINGTON )

) ss.

COUNTY OF KING )

I certify that I know or have satisfactory evidence that Jack Rosling is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the President of CityIce Cold Storage Company to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: November 3, 1988

(Seal or stamp)

Ray W. Drell  
(Signature)  
Title Notary Public  
My appointment expires 7/22/92

6811090271

000569

6811390271

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Daniel H. Roberts is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Vice President of Arctic Alaska Seafoods, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: Nov 4 1974

(Seal or stamp)

(Signature)  
Title \_\_\_\_\_  
My appointment expires \_\_\_\_\_



6811090271

EXHIBIT A

Approximately 17,520 rentable square feet of the approximately 38,400 square feet of warehouse space within Building 40 and roadway access, all situated at Port of Seattle Terminal 91, Seattle, Washington, as indicated on Exhibit B attached hereto and incorporated herein by this reference.

002074

KING COUNTY  
NO EXCISE TAX  
NOV 28 1989  
E1100026

89-16247589RPOOR64 40894 1A  
RECD F 6.00  
REC FEE 2.00  
CASHSL 4448.00  
55

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged the UNITED STATES OF AMERICA, acting by and through the Department of the Navy, Western Division, Naval Facilities Engineering Command, hereinafter called NAVY, hereby remises, releases and forever quitclaims to the State of Washington on behalf of the Washington State National Guard all of the NAVY's right, title, and interest in the real property situated in the City of Seattle, King County, Washington, described as follows:

That portion of property known as the Navy Brig complex at Pier 91, Seattle, Washington, together with Buildings No. 216, 218, 220, and 275 and the existing internal security fence located thereon. Utility lines of steam, water, electric, power, communications, storm sewer and sanitary sewer facilities servicing the Brig area complex and the triangle area lying northeasterly of Lawton Way are included as a part hereof.

The rights being conveyed by this deed are the same rights which were reserved by the Navy in the Quitclaim Deed and Transfer Agreement between the United States of America and the State of Washington dated January 08, 1971, under the authority of Section 805 (a) Public Law 91-142 (83 Stat. 319) Reserve Forces Facilities Authorization Act of 1970, approved December 05, 1969.

IN WITNESS WHEREOF, the NAVY has caused this quitclaim deed to be executed the 28th day of July, 1989.

UNITED STATES OF AMERICA

*Charles J. Williams*  
CHARLES J. WILLIAMS  
Real Estate Contracting Officer  
Director, Real Estate Division

Acknowledgment

For Record at Request of  
*W.H.C. of 1st*  
*W.H.C. of 1st*  
*W.H.C. of 1st*  
*W.H.C. of 1st*  
*W.H.C. of 1st*

NOV 28 12 21 PM '89

RECEIVED THIS DAY

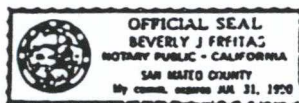


002074

State of California     )  
                                  ) ss  
County of San Mateo    )

On this 28<sup>th</sup> day of July in the year 1989, before me, BEVERLY J. FREITAS, a Notary Public of the State of California, personally appeared CHARLES J. WILLIAMS, known to me to be the Director, Real Estate Division, Real Estate Contracting Officer, Western Division, Naval Facilities Engineering Command, United States Department of the Navy, and known to me to be the person who executed the within instrument on behalf of the United States of America, and acknowledged to me that the United States of America executed the same.

*Beverly J. Freitas*  
BEVERLY J. FREITAS



8911280894

**Appendix B**

**PROPERTY OWNERSHIP AND LEASES**



## **Property Ownership**

1. On February 28, 1899, the property was deeded from Henrietta M. Haller, Annie C. Haller, Sarah E. Minor, Elizabeth M. Minor, and Judith Strong Minor to Seattle and International Railway Company.
2. On June 16, 1899 two deeds were recorded for the property, both were from the State of Washington to the Seattle and International Railway Company.
3. On February 21, 1906, the property was deeded from Smith's Cove Land Company to the Washington Northern Railway Company.
4. On May 25, 1915, the property was deeded from the Northern Pacific Railway Company to Oregon and Washington Railroad Company.
5. On September 14, 1915, the property was deeded from the Port of Seattle to the City of Seattle.
6. On June 30, 1976, the property was deeded by quit claim from the United States of America, acting by and through the Administrator of General Services, to the Port of Seattle.
7. On November 28, 1989 the property was deeded by quit claim from the United States of America, acting by and through the Department of the Navy, Western Division, Naval Facilities Engineering Command, to the State of Washington on behalf of the Washington State National Guard.

## **Property Leases**

1. On July 14, 1900, property was leased and bonded from the State of Washington to the Seattle and International Railway Company.
2. On March 4, 1901, property was leased and bonded from the State of Washington to the Seattle and International Railway Company.

3. On April 8, 1975, property was leased from King County to Active Moving and Storage Company, Incorporated.
4. On November 9, 1988, property was leased from the Port of Seattle to City Ice Cold Storage Company. A sublease was also recorded on this date from City Ice Cold Storage Company to Arctic Alaska Seafoods, Incorporated.



## **Appendix C**

### **POLK CITY DIRECTORIES HISTORICAL SUMMARY**

## HISTORICAL PROPERTY OCCUPANCY

---

A chronological summary of historical occupancy review on the subject property is as follows:

1. From 1900 to 1915, the Port of Seattle was not listed in the directory. From 1916 to 1919, the Port of Seattle was listed as occupant of Smith's Cove Terminal, 17th Avenue West and West Garfield. From 1920 to 1924, the Port of Seattle was not listed in the Polk's Directory. In 1925 the Port of Seattle was listed as occupant of Smith's Cove Terminal at Piers 40 and 41, with the Port office at Pier 41. The Port was not listed as an occupant of the pier from 1926 through 1935 in the directories. In 1936 and 1937 the Port was again listed at Pier 41.
2. In 1925, The Texas Company (Texaco Petroleum Products) was listed as occupant of 2011 Railroad Avenue. From 1927 until 1937, The Texas Company was not listed in the vicinity of the property. From 1929 to 1937, American Mail Line was listed as an occupant of Pier 41, Smith's Cove. Richfield Oil Company of California was listed in the 1929 directory with a plant at 1509 1/2 15th Avenue, corner of Garfield and an oil garage at 1609 15th Avenue West. In 1932 Richfield was known as the Richfield Distributing Company (gas, oil, and grease distributor) and was listed as occupant at both addresses until 1936. The Wendell Hemphill Oil Company (fuel oil) was listed as the occupant of 1900 West Garfield from 1935 to 1937. In 1937 the Elliott Bay Service Company (wharf agents) was listed as another occupant at Pier 41.
3. For the years 1938 through 1940, the property address was listed as Pier 41 with a specific building address of 2001. The occupants of this address in 1938 were the Port of Seattle (dock superintendent office), Dependable Tank Transportation, Inc. (oil and gas transportation), American Mail Line (dock office), and the Elliott Bay Service Company. The occupant at 1900 Pier 41 was listed as The Texas Company (refining departments and plant).



4. In 1939 and 1942 the Port and Dependable Tank Transportation were listed as the only occupants at the pier. Additional pier occupants in 1940 and 1941 included Puget Sound Stevedoring Company, Inc. and Terminal Service, Inc. In 1941 and 1942 the property address was listed as Pier 41, with addresses between 2000 and 2210. The occupants at 1900 Pier 40 from 1940 to 1942 included The Texas Company (order department and refining department) and Wendell Hemphill, Inc. (fuel oil dealers).
5. For the years 1943 and 1944, the property address was researched from a listing of Garfield West-from 1600 Queen Anne Avenue West. Pier 41 and 40 were no longer listed in the Polk's Directory. In 1943 the property was first listed as Pier 91. There was no specific building address and there were no occupants listed at Pier 91. Pier 89 lists the U.S. Naval Station and Navy Supply Depot as occupants.
6. For the years 1948 and 1949, the property address was listed as Pier 91 with a building address of 2007. The occupants were four U.S. Naval Offices; Receiving Station, Supply Depot, 13th Naval District Headquarters, and Station.
7. For the years 1951 through 1964, the address was listed as Pier 91 with a building address of 1534. Pier 91 occupants listed from 1951 through 1964 were U.S. military and state military offices. These offices ranged in number from three in 1951 to twenty-five in 1964 and included the following military branches; navy, coast guard, army, air force, and national guard. The closest address to the property, Garfield West-from 1600 First Avenue West-west to 15th Avenue West intersection, listed no occupants.
8. For the years 1965 through 1970, the property address was listed as Pier 91. Occupants were listed from West Garfield south, between 14th Avenue West and 15th Avenue West, one west of Pier 90. From 1965 through 1970, occupants of the property included 12 to 20 military offices. The Northwest Center for Retarded School was also listed as an occupant in 1969 and 1970.
9. For the years 1971 through 1988, the property address was listed as Pier 91. Occupants were listed from West Garfield Street south, one west of Pier 90. The Port of Seattle was first listed as an occupant of Pier 91 in 1971. It remained an

occupant of the pier through 1988. From 1971 through 1981, two to six military offices continued as occupants of the pier.

10. In 1975 additional occupants of Pier 91 included; Active Moving and Storage Company, Inc., Airkare Industry (airfreight forwarding), Architectural Design, Inc. (architects), Associated Transportation Center (freight traffic service), Atlas Van Lines (moving and storage), Auto Processing Company (foreign cars), City Ice and Cold Storage Company, Columbia Transportation Company (moving and storage), Karevan, Inc. (freight forwarding), Nissan Motor Corporation (import cars), Norpac Export Limited (packing and crating for export), Pier 91 Officers Club (social club), Penton, Inc. (plumbing), and Smyth Van and Storage, Inc. (moving and storage).
11. Other occupants of Pier 91 in 1976 included; Key Chemical (manufacturers), Universal Seafood (freight traffic service), Mayflower Van Lines (moving and storage), Alaska Pipe Line (moving and storage), and General International Lights (moving and storage).
12. Other occupants of Pier 91 in 1977 included; Cargo Systems International, Inc. (wholesale distributor), Gil Corley Company (manufacturer's representative), Intersea Fisheries, Limited (fish brokerage), and Tiger Motor Freight.
13. Other occupants of Pier 91 in 1978 included; Boeing (Marine Systems Test Facility), Pier Distribution (freight traffic service), and Nor West Industry (manufacturing facilities).
14. Other occupants of Pier 91 in 1983 included; Todd's Pacific Shipyards (warehouse), Schoenfeld Industries (clothing distributor), and Wald Imports.
15. Other occupants of Pier 91 in 1985 included Distributor Auto Service and Independent Packers (seafood packers).
16. Other occupants of Pier 91 in 1987-1988 included Britannia Sportswear and U.S. Naval Facility (boilerhouse).